

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

Getty Petroleum Marketing Inc.,)	
)	
Opposer,)	
)	OPPOSITION NO. 91178741
v.)	Serial No. 76/666,502
)	
Lucas Oil Products, Inc.,)	
)	
Applicant.)	

United States Patent and Trademark Office
Trademark Trial and Appeal Board
P.O. Box 1451
Alexandria, Virginia 22313-1451

Re: Application Serial No. 76/666,502
Mark: LUCAS OIL
Applicant: Lucas Oil Products, Inc.
Filed: September 25, 2006
Published: February 6, 2007
International Class: 037
For: Vehicle Lubrication and oil change services.

**LUCAS OIL PRODUCTS, INC.'S AGREED MOTION TO SUSPEND
PROCEEDINGS PENDING THE OUTCOME OF A CIVIL ACTION**

Applicant Lucas Oil Products, Inc. ("Applicant"), by counsel, respectfully moves pursuant to 37 C.F.R. § 2.117(a) for a suspension of these proceedings before the Trademark Trial and Appeal Board ("Board"). Applicant and Opposer Getty Petroleum Marketing, Inc. ("Opposer") are also parties to the civil action *Lucas Oil Prods., Inc. v. OAO Lukoil et al.*, No. 06 CV 4650 (RMB) (the "Civil Action"), which is pending before the District Court, Southern District of New York. Because the outcome of the Civil Action will have a bearing on the

09-17-2007

present Opposition, these proceedings should be suspended until after final determination of the civil action.¹ Opposer has stipulated to the suspension requested herein.²

I. Procedural Background

On June 16, 2006, Applicant filed its Complaint in the Civil Action against Opposer (and other defendants), a copy of which is attached hereto as **Exhibit A**. As characterized by Opposer, the Complaint alleges that the marks LUKOIL and LUKOIL & Design, among others, are confusingly similar to Applicant's LUCAS OIL, and HI-PERFORMANCE LUCAS OIL PRODUCTS INC. and Design marks. On November 6, 2006, Opposer filed an Answer denying the allegations as set forth in the Complaint. An amended Answer and Counterclaim was filed by Opposer on April 12, 2007, a copy of which is attached as **Exhibit B**. Opposer therein challenges Applicant's right to use LUCAS OIL. Following extensive discovery, the parties have now agreed in principle to resolve the Civil Action and are in the process of exchanging drafts of a settlement agreement.

On February 21, 2007, Opposer filed Opposition No. 91175791 against Applicant's Application No. 78/724,366 (filed September 30, 2005) for the mark LUCAS OIL, which concerns many of the same factual and legal issues set forth in the Complaint and Answer and Counterclaim. Those Opposition proceedings have been suspended pending final disposition of the Civil Action, pursuant to the Board's Order in that case dated April 18, 2007.

On August 3, 2007, Opposer filed the instant Opposition against Applicant's Application No. 76/666,502 (filed September 25, 2006) for the trademark LUCAS OIL, which concerns

¹ Applicant makes no statement as to the viability of Getty's Notice of Opposition or any of the grounds for opposition stated therein, and therefore specifically reserves its right to challenge Opposer's Notice of Opposition by filing a motion to dismiss at the appropriate time.

² Opposer makes no statement as to the viability of Applicant's civil action or any of the allegations stated therein.

many of the same factual and legal issues set forth in the Complaint and Answer and Counterclaim. In particular, Opposer's Notice of Opposition alleges that Applicant is not entitled to registration of the mark LUCAS OIL on various grounds.

II. Suspension of These Proceedings is Appropriate in View of the Civil Action

Pursuant to the Trademark Rules, "[w]henever it shall come to the attention of the Trademark Trial and Appeal Board that a party or parties to a pending case are engaged in a civil action ... which may have a bearing on the case, proceedings before the Board may be suspended until termination of the civil action" 37 C.F.R. § 2.117(a).

Applicant and Opposer agree that the Civil Action involves numerous factual and legal issues in common with the proceedings before the Board as described above, and that the Parties' expected settlement of the Civil Action will dispose of all issues pending in the present Opposition. Accordingly, the Board should suspend these proceedings until final determination of the Civil Action.

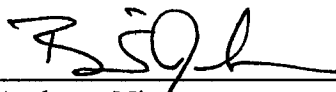
Counsel for Opposer, David C. Lee of Akin Gump Strauss Hauer & Feld LLP, stipulated to the suspension of this case on September 10, 2007.

III. Conclusion

For the foregoing reasons, Applicant Lucas Oil Products, Inc. requests that the Board grant its agreed motion for suspension of these proceedings.

Dated: September 11, 2007

Respectfully submitted,



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Attorneys for Applicant

LUCAS OIL PRODUCTS, INC.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing LUCAS OIL PRODUCTS, INC.'S AGREED MOTION TO SUSPEND PROCEEDINGS PENDING THE OUTCOME OF A CIVIL ACTION has been served upon the attorneys for Opposer on September 11, 2007, by depositing same in the United States Mail, first-class postage prepaid, in an envelope addressed as follows:

David C. Lee
Akin Gump Strauss Hauer & Feld LLP
1333 New Hampshire Ave., N.W.
Washington, DC 20036

A handwritten signature in black ink, appearing to read 'D. C. Lee', written over a horizontal line.

One of the Attorneys for Applicant

EXHIBIT A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

LUCAS OIL PRODUCTS, INC.,

Plaintiff,

v.

OAO LUKOIL, LUKOIL AMERICAS
HOLDING LTD., LUKOIL AMERICAS
CORPORATION, LUKOIL USA, INC. and
GETTY PETROLEUM MARKETING, INC.,

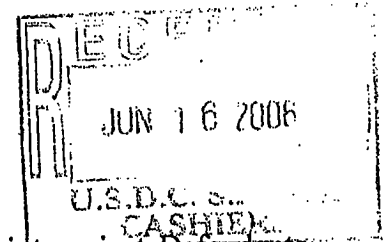
Defendants.

Civil Action No.

06 CV 4650

COMPLAINT

Judge Berman



Plaintiff Lucas Oil Products, Inc. ("Lucas Oil"), for its Complaint against Defendants

OAO Lukoil, Lukoil Americas Holding Ltd., Lukoil Americas Corporation, Lukoil USA, Inc.
and Getty Petroleum Marketing, Inc. (collectively, "Lukoil"), alleges as follows:

NATURE OF ACTION

1. This is an action for trademark infringement, unfair competition and dilution under Sections 32 and 43(a), (c) of the Lanham Act, 15 U.S.C. §§ 1114 and 1125(a), (c), the laws of the State of New York as provided for by New York General Business Law § 360-1, and common law.

JURISDICTION AND VENUE

2. This court has subject matter jurisdiction over the claims for trademark infringement and unfair competition under Sections 32 and 43(a), (c) of the Lanham Act, as set forth in Counts I-III of this action, under 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338. This Court has supplemental jurisdiction under 28 U.S.C. § 1367 over the New York General

Exhibit No. 5208

EXHIBIT

A

Business Law and common law claims set forth in Counts IV-V, because such claims arise from the same or closely related conduct of Defendants.

3. This Court has personal jurisdiction over Defendants OAO Lukoil, Lukoil Americas Holding Ltd., Lukoil Americas Corporation, Lukoil USA, Inc. and Getty Petroleum Marketing, Inc. by virtue of, among other things, the fact that Defendants have done and transacted, and continue to do and transact business in the State of New York and have sufficient minimum contacts with the State of New York so as to foreseeably submit themselves to the jurisdiction and process of this Court. Defendants Lukoil Americas Corporation and Lukoil USA, Inc. are subsidiaries of Defendant Lukoil Americas Holding Ltd. whose foreign parent is Defendant OAO Lukoil. Defendant Getty Petroleum Marketing, Inc. is a subsidiary of Defendant Lukoil Americas Corporation. In addition, all or a substantial part of the events or omissions giving rise to Plaintiff's claims occurred in this District.

4. Venue is proper in this district by virtue of 28 U.S.C. § 1391(b) and (c) as to all of the named Defendants in view of their actions set forth in the preceding paragraph, and is also proper under 28 USC §1391(d) as to Defendant OAO Lukoil, which is an alien corporation organized and residing in the Russian Federation.

THE PARTIES

5. Plaintiff Lucas Oil is a corporation organized under the laws of the State of California, with its principal place of business at 302 North Sheridan Street, Corona, California 92880. Lucas Oil is in the business of manufacturing, selling and distributing lubricating oils, greases and other chemical products in the U.S. and overseas, including lubricants and additives for the automotive and related industries.

6. On information and belief, Defendant OAO Lukoil is a company organized under the laws of the Russian Federation, with its principal place of business at 11, Sretnsky Boulevard, Moscow 101000, Russia. OAO Lukoil is in the business of producing, refining and selling crude oil and gas, petroleum products and petrochemicals, including lubricants and additives for the automotive and other industries.

7. On information and belief, Defendant Lukoil Americas Holding, Ltd. is a company organized under the laws of the State of Delaware, with its principal place of business at 1500 Hempstead Turnpike, East Meadow, New York 11554, and is a subsidiary of or otherwise related to Defendant OAO Lukoil. Lukoil Americas Holding, Ltd. is in the business of producing and selling oil and gas, petroleum products and petrochemicals in this District and throughout the U.S., including lubricants and additives for the automotive industry.

8. On information and belief, Defendant Lukoil Americas Corporation is a company organized under the laws of the State of Delaware, with its principal place of business at 1500 Hempstead Turnpike, East Meadow, New York 11554, and is a subsidiary of or otherwise related to Defendants Lukoil Americas Holding, Ltd. and/or OAO Lukoil. Lukoil Americas Corporation is in the business of producing and selling oil and gas, petroleum products and petrochemicals in this District and throughout the U.S., including lubricants and additives for the automotive industry.

9. On information and belief, Defendant Lukoil USA, Inc. is a corporation organized under the laws of the State of Delaware, with its principal place of business at 1500 Hempstead Turnpike, East Meadow, New York 11554, and is a subsidiary of or otherwise related to Defendants Lukoil Americas Holding, Ltd. and/or OAO Lukoil. Lukoil USA, Inc. is in the

business of producing and selling oil and gas, petroleum products and petrochemicals in this District and throughout the U.S., including lubricants and additives for the automotive industry.

10. On information and belief, Defendant Getty Petroleum Marketing, Inc. is a corporation organized under the laws of the State of Maryland, with its principal place of business at 1500 Hempstead Turnpike, East Meadow, New York 11554, and is a subsidiary of or otherwise related to Defendants Lukoil Americas Corporation and/or OAO Lukoil. Getty Petroleum Marketing, Inc. is in the business of producing and selling oil and gas, petroleum products and petrochemicals in this District and throughout the U.S., including lubricants and additives for the automotive industry.

FACTUAL BACKGROUND

LUCAS OIL'S TRADEMARK RIGHTS

11. Plaintiff Lucas Oil is a worldwide leader in the manufacture and sale of lubricants and additives for the automotive and related industries, with offices in California, Florida, Indiana and around the world, including Canada, Mexico, England, Italy, Australia and Taiwan. Lucas Oil's products are distributed throughout North America, Europe and Asia, including through "Lucas Oil Change Centers" in Taiwan. Lucas Oil manufactures the top-selling brand of premium quality lubricants and additives in the U.S. consumer aftermarket and truck-stop industries.

12. Lucas Oil was founded by Forrest Lucas, who began his career as a commercial truck driver in 1970. Over the next 19 years, Lucas' commercial trucking business grew into a nationwide fleet of long-haul trucks, operating as Lucas Lines, Inc. and F.D. Lucas Nationwide Distributions, Inc. To maintain his fleet of trucks, Lucas researched and formulated his own heavy-duty lubricants and oil and fuel additives. Lucas' additive products were formulated to

the highest quality standards and resulted in substantial improvements in performance and equipment life over commercially available products.

13. Forrest Lucas' lubricants and additive products were so successful that he eventually decided to sell them to the public. In 1989, Lucas sold his fleet of trucks and formed Lucas Oil Products, Inc. to concentrate on the manufacture and sale of his high-quality lubricants and additive products. Since that time, Lucas Oil has grown into a worldwide company and has expanded its line of premium additive products into the heavy duty, agricultural, marine, high-performance racing and consumer automotive industries.

14. Lucas Oil manufactures and sells a complete line of lubricants and additive products for heavy duty commercial, high performance racing and consumer automotive engines and vehicles, including oil additives, gear oils and other lubricating oils, motor oil, fuel additives, power steering and transmission fluids and additives, hydraulic fluid, lubricants, greases and surface polishes. Lucas Oil's products are sold throughout the U.S. in various channels of trade, including national consumer aftermarket retail chains such as Advance Auto Parts, Autozone, Genuine Parts Company - NAPA, O'Reilly Auto Parts, CarQuest, National Auto Parts, Pep Boys and CSK Auto. Lucas Oil's products are also sold through various retail and wholesale outlets, including: truck stops; national farm implement dealers, such as Tractor Supply Co.; heavy duty truck manufacturer dealer networks, such as International Truck and Kenworth; and national catalog and Internet distributors including Prime Automotive Warehouse and Warren Distribution; and through other dealers and distributors that are well known in the industry and to the public.

15. Since at least as early as 1989, Lucas Oil has continuously used the trademarks LUCAS, LUCAS OIL and HI-PERFORMANCE LUCAS OIL PRODUCTS INC. and Design

(collectively, the "Lucas Oil trademarks") in connection with its lubricants and additive products. The trademarks LUCAS and LUCAS OIL are depicted on packaging and in advertisements using a red & white scheme -- i.e. with red type on a white background or vice versa, either alone or in combination with an oval or shield design, as exemplified by Lucas Oil's Internet web site "www.lucasoil.com" (Ex. A), Lucas Oil's product brochures (Ex. B) and product packaging (Exs. C-E).

16. Lucas Oil is the owner of U.S. Trademark Registration No. 2,904,296 for the mark HI-PERFORMANCE LUCAS OIL PRODUCTS INC. and Design, Application No. 78/717,869 for the mark LUCAS, filed September 21, 2005, and Application No. 78/724,366 for the mark LUCAS OIL, filed September 30, 2005, used in connection with:

[N]on-chemical motor oil additive, gasoline additive, diesel fuel additive, power steering fluid additive and transmission fluid additive; lubricating gun oil and hub oil, air tool lubricant and fifth wheel trailer lubricant, chain lubricant and greases.

Registration No. 2,904,296 was duly and legally issued, and is valid and subsisting. A true and accurate copy of this registration is attached as Exhibit F. Both applications are presently pending before the United States Patent and Trademark Office.

17. Lucas Oil has promoted and advertised its lubricants and additive products extensively in connection with its trademarks LUCAS, LUCAS OIL and HI-PERFORMANCE LUCAS OIL PRODUCTS INC. and Design (collectively, the "Lucas Oil Trademarks"), and Lucas Oil's red & white scheme or trade dress. In particular, Lucas Oil is a well known sponsor of many sports teams and sporting events. Lucas Oil is the owner of the naming rights for the new football stadium under construction in downtown Indianapolis for the National Football League's Indianapolis Colts franchise -- now named "Lucas Oil Stadium."

18. Lucas Oil sponsors numerous racing series, racing teams and drivers in a wide variety of motor sports, including sponsorship of the NHRA Lucas Oil Drag Racing Series, the Lucas Oil IHBA Drag Boat Racing Series, the Lucas Oil Late Model Dirt Series for dirt track racing, the CORR Lucas Oil Series for off-road racing, and the Lucas Oil Pro Pulling League tractor pulling competition. Lucas Oil is also the owner of the Lucas Oil I-10 Speedway in Blythe, California for short track stock car racing, and the Lucas Oil Speedway in Wheatland, Missouri for dirt track racing.

19. Lucas Oil is a prominent sponsor of various nationally broadcast radio and television shows, including the "Dave Nemo and The Road Gang Show" on satellite radio, the "Gene Williams Country Television Show," and the "Lucas Oil On The Edge" and "SpeedFreaks" television shows on the Speed channel.

20. Lucas Oil advertises in a wide variety of media, including: newspapers, such as "USA Today;" periodicals, such as "National Dragster," trade journals, such as "LandLine" and "Road King," print and electronic newsletters, and other media well known in the industry and to the public. In addition, Lucas Oil promotes its goods and services extensively, including through participation in trade shows, product fairs and trade organizations, providing tours and training seminars, and the distribution of promotional items.

21. Lucas Oil further advertises its goods and services on its Internet web site "www.lucasoil.com." In addition to describing Lucas Oil's various products and promotional activities, the web site also features an online store for the purchase of jackets, shirts, hats and other accessories bearing the Lucas Oil Trademarks and Lucas Oil's red & white trade dress.

22. Since 1989, Lucas Oil has spent tens of millions of dollars for advertising and promotion of its lubricants and other additive products in connection with the Lucas Oil

Trademarks and Lucas Oil's red & white trade dress. In 2005 alone, Lucas Oil's annual advertising and promotional expenditures were in excess of \$10 million resulting in sales of over \$100 million.

23. By reason of Lucas Oil's extensive advertising and promotion, and the high quality and performance standards of its products, the Lucas Oil Trademarks and Lucas Oil's red & white trade dress have become extremely well known in the industry and to consumers, have acquired substantial and valuable goodwill, and are distinctive of Lucas Oil's lubricants and additive products, such that the industry and consumers automatically associate the Lucas Oil Trademarks and the red & white trade dress with Lucas Oil.

24. By virtue of Lucas Oil's lengthy and substantial promotion and provision of goods and services in connection with the Lucas Oil Trademarks and the red & white trade dress, each of those trademarks and trade dress are famous and an asset of substantial value to Lucas Oil.

LUKOIL'S UNLAWFUL CONDUCT

25. On information and belief, Defendants OAO Lukoil and its subsidiaries Lukoil Americas Holding Ltd., Lukoil Americas Corporation, Lukoil USA, Inc. and Getty Petroleum Marketing, Inc. (collectively, "Lukoil"), are in the business of producing and refining crude oil and gas into petroleum products and petrochemicals, including lubricants and additives for the automotive industry. Defendant OAO Lukoil was founded in April 1993 from the privatization of the former state-owned oil concern *LangepasUraiKogalymneft*, in the course of the Russian Federation's economic transition from the USSR. Lukoil is presently the sixth largest oil company in the world as measured by oil production, and does business mainly in Russia, the Commonwealth of Independent States (CIS) and Eastern Europe.

26. On information and belief, Lukoil first entered the U.S. market for automotive lubricants and additives when Defendant OAO Lukoil's acquired Getty Petroleum Marketing, Inc. in December 2000 -- long after Forrest Lucas founded Plaintiff Lucas Oil. At that time, Getty Petroleum Marketing, Inc. operated approximately 1400 gasoline service stations in the Northeast and Mid-Atlantic states. At present, Lukoil operates approximately 2000 gasoline service stations located in 13 different states, including in the State of New York and in this District.

27. On information and belief, in May 2003 Lukoil began rebranding the gas stations it acquired to the LUKOIL brand, starting in New York. The rebranded gas stations are painted in a red & white scheme that prominently features the mark LUKOIL in red type on a white background and vice versa. An example of a LUKOIL brand gas station is depicted on the Lukoil Internet web site at "<http://www.lukoilamericas.com/rebranding.htm>" and is shown in Exhibit G. Lukoil's rebranding efforts are ongoing.

28. On information and belief, the LUKOIL brand gas stations have sold and continue to sell lubricants and additives for heavy duty and consumer automotive engines and vehicles, including LUKOIL brand lubricants and additive products. Packaging for Lukoil's lubricants and additive products prominently features the mark LUKOIL in a red & white scheme, with red type outlined in white. An example of the packaging for LUKOIL brand lubricants and additive products is depicted on the Lukoil Internet web site at "<http://www.lukoilamericas.com/LukMToil.htm>" and is shown in Exhibit H.

29. On information and belief, Lukoil has sold and is in the process of expanding the marketing, distribution and sale of its LUKOIL brand lubricants and additive products to national consumer aftermarket retail chains and other wholesale and retail outlets, such as truck stops and

auto parts and service outlets, including to those retail chains and other outlets that sell Lucas Oil's lubricants and additive products.

30. On information and belief, because Lukoil has recently entered into the U.S. market and only lately has begun the process of rebranding its gas stations, consumers and the public are unfamiliar with Lukoil's goods and services, and the Lukoil Marks and Lukoil's red & white scheme have acquired little recognition and goodwill. Thus, consumers and the public encountering Lukoil's gas stations associate Lukoil and its Lukoil Marks and red & white scheme with unbranded, generic products of lesser quality.

31. On information and belief, Lukoil is the owner of pending U.S. Trademark Application Nos. 76/388,904 for the mark LUKOIL (filed 3/29/02), 76/388,903 for the mark LUKOIL and Design (filed 3/29/02), 78/749,579 for the mark BIG LUKE LUKOIL I CARS and Design (filed 11/8/05) and 76/388,906 for the mark LUK and Design (filed March 29, 2002). Each of these marks is intended for use in connection with various goods, including:

Non-chemical motor oil additives; non-chemical gasoline additives; propane gas sold in tanks for home use; lighter fluid; refrigeration oils; process oils; refined petroleum base stocks; Naphtha kerosene; diesel fuel (low sulfur); motor oil; crude oil; agricultural oils; cutting oils; circulating oils; insulating oils; industrial oils, namely refrigeration oils; oils for use in compressors and turbines; industrial and automotive oils in the nature of process oils, turbo oils and heat transfer oils.

32. On information and belief, Lukoil is also the owner of pending U.S. Trademark Application Nos. 75/477,106 for the mark LUKOIL (filed 4/27/98), 75/475,100 for the mark LUKOIL and Design (filed 4/27/98) and 75/475,107 for the mark LUK and Design (filed 4/27/98). Each of these marks is intended for use in connection with various goods, including:

Dust laying and absorbing composition for use on unpaved roads, petroleum based dust absorbing composition for use in road building and dustlaying; diesel fuels; fuel for aircraft and ships; oil fuel; gasoline fuel for motor vehicles; fuel with an alcoholic base for industrial purposes; industrial purpose; industrial oils; general purpose greases; automotive greases; non-chemical additives to motor

fuel; cutting oils for industrial metal working; and lubricating grease for industrial use

33. On information and belief, Lukoil advertises its goods and services in connection with the marks LUKOIL, LUKOIL and Design, BIG LUKE LUKOIL I CARS and Design, LUK and Design (collectively, the "Lukoil Marks"), and using a red & white scheme, in a variety of media, including in print and the Internet. Further on information and belief, Lukoil has sponsored and continues to sponsor auto racing teams and drivers, including in racing events where Lucas Oil sponsored racing teams and drivers are participants.

34. On information and belief, Lucas Oil and Lukoil sell their respective products to the same consumers, and are direct competitors in the manufacture and sale of lubricants and additives for heavy duty and consumer automotive engines and vehicles.

35. On information and belief, the Lukoil Marks and red & white scheme used on Lukoil's gas stations and packaging, is confusingly similar to Lucas Oil's trademarks LUCAS, LUCAS OIL and HI-PERFORMANCE LUCAS OIL PRODUCTS INC. and Design, and Lucas Oil's red & white trade dress.

36. On information and belief, Lukoil adopted the Lukoil Marks and the red & white scheme used on Lukoil's gas stations and packaging for the purpose of trading upon the goodwill in the Lucas Oil Trademarks and Lucas Oil's red & white trade dress.

COUNT I

(Federal Trademark Infringement, 15 U.S.C. § 1114)

37. Lucas Oil hereby repeats and incorporates by reference Paragraphs 1-36 as if fully restated herein. Count I is a claim for federal trademark infringement under Section 32(1) of the Lanham Act, 15 U.S.C. § 1114(1).

38. Lucas Oil's federally registered trademark HI-PERFORMANCE LUCAS OIL PRODUCTS INC. and Design is a valid and protectible mark.

39. Lukoil's adoption, use and applications for registration of the marks LUKOIL, LUKOIL and Design, BIG LUKE LUKOIL I CARS and Design, LUK and Design, particularly in connection with gas station services and automotive lubricants and additives, are likely to cause confusion, mistake or deception among consumers as to the origin of Lukoil's goods and services sold under such marks, or to cause consumers to mistakenly believe that there is a connection, affiliation or sponsorship between Lukoil's goods and services and those of Lucas Oil, all to the detriment of Lucas Oil.

40. Lukoil's adoption, use and applications for registration of the marks LUKOIL, LUKOIL and Design, BIG LUKE LUKOIL I CARS and Design, LUK and Design constitute an infringement of Lucas Oil's exclusive rights in Lucas' Oil's trademark HI-PERFORMANCE LUCAS OIL PRODUCTS INC. and Design, in violation of Section 32(1) of the Lanham Act, 15 U.S.C. § 1114(1).

41. As a direct result of Defendant's actions, Lucas Oil has been or is likely to be injured by Lukoil's conduct by direct diversion of sales from Lucas Oil to Lukoil and by a lessening of the goodwill and business reputation associated with Lucas Oil and its products, causing irreparable harm to Lucas Oil's goodwill, for which monetary damages are not adequate or readily calculable.

42. Unless enjoined by this Court, Lukoil's aforesaid conduct will continue to cause further irreparable injury to Lucas Oil, for which Lucas Oil has no adequate remedy at law.

COUNT II

(Federal Unfair Competition, 15 U.S.C. § 1125(a))

43. Lucas Oil hereby repeats and incorporates by reference Paragraphs 1-42 as if fully restated herein. Count II is a claim for false designation of origin and unfair competition under the Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

44. Lukoil promotes and advertises in commerce goods and services in connection with the Lukoil Marks and a red & white scheme that are identical or related to the goods and services offered by Lucas Oil in connection with the Lucas Oil Trademarks and Lucas Oil's red & white trade dress.

45. Lukoil's advertisement and promotion of its goods and services in connection with the Lukoil Marks and a red & white scheme that are the same or confusingly similar to the Lucas Oil Trademarks and Lucas Oil's red & white trade dress constitutes a violation of § 43(a) of the Lanham Act, in that Lukoil is using a deliberately false designation of origin, false or misleading description of fact, or false or misleading representation of fact which is likely to cause confusion, mistake or deception as to the source, sponsorship or approval of Lukoil's and Lucas Oil's respective goods and services, and as to Lukoil's affiliation, connection or association with or certification by Lucas Oil.

46. Lukoil has irreparably injured and will likely continue to injure Lucas Oil by diminishing Lucas Oil's reputation with the public and its customers, and the goodwill in the Lucas Oil Trademarks and Lucas Oil's red & white scheme, for which Lucas Oil has no adequate remedy at law.

COUNT III

(Federal Trademark Dilution, 15 U.S.C. § 1125(c))

47. Lucas Oil hereby repeats and incorporates by reference Paragraphs 1-46 as if fully restated herein. Count III is a claim for dilution under Section 43(c) of the Lanham Act, 15 U.S.C. § 1125(c).

48. As a result of Lucas Oil's prominent use and promotion of the Lucas Oil Trademarks and Lucas Oil's red & white trade dress, each of these marks and trade dress has acquired a high degree of distinctiveness and fame in connection with Lucas Oil's goods and services, including premium quality lubricants and additives.

49. On information and belief, long after the Lucas Oil Trademarks and Lucas Oil's red & white trade dress had become famous, Lukoil adopted and began using in the U.S., without authorization, the Lukoil Marks and a red & white scheme which are substantially similar to the Lucas Oil Trademarks and Lucas Oil's red & white trade dress.

50. On information and belief, Lukoil uses the Lukoil Marks and a red & white scheme in connection with its gas station services and automotive products, including gasoline, lubricants and additives. Because of Lukoil's recent entry into the U.S. market, the Lukoil Marks and Lukoil's red & white scheme have acquired little recognition and goodwill, such that consumers and the public associate Lukoil's gas stations and the Lukoil's Marks with unbranded, generic products of lesser quality.

51. On information and belief, Lukoil's use of the Lukoil Marks and a red & white scheme in connection with generic products has caused and will continue to cause diminishment of the reputation and commercial value of the Lucas Oil Trademarks and Lucas Oil's red & white

trade dress, through consumers' and the public's improper association of Lukoil's generic goods with Lucas Oil.

52. On information and belief, Lukoil was aware of the Lucas Oil Trademarks and Lucas Oil's red & white trade dress and willfully adopted and began using the Lukoil Marks and a red & white scheme with the intent to trade upon the reputation and goodwill of the Lucas Oil Trademarks and Lucas Oil's red & white trade dress. Lukoil's use in commerce of the Lukoil Marks and a red & white scheme has caused and will continue to cause the dilution of the distinctiveness and reputation of the Lucas Oil's trademarks and trade dress in violation of Section 43(c) of the Lanham Act, 15 U.S.C. § 1125(c).

53. Lukoil's unlawful activities described herein have caused and, unless enjoined by this Court, will continue to cause irreparable damage to Lucas Oil, and to the distinctiveness, reputation and goodwill in Lucas Oil's trademarks and trade dress; for which Lucas Oil has no adequate remedy at law.

COUNT IV

(State Law Trademark Dilution - N.Y. Gen. Bus. Law § 360-l)

54. Lucas Oil hereby repeats and incorporates by reference herein the allegations in paragraphs 1-53 as if fully set forth herein. Count IV is a claim for dilution under N.Y. Gen. Bus. Law § 360-l.

55. On information and belief, Lukoil's aforesaid actions constitute dilution of the distinctiveness and reputation of Lucas Oil trademarks and Lucas Oil's red & white trade dress in violation of New York Gen. Bus. Law § 360-l.

56. Lukoil's unlawful activities described herein have caused and, unless enjoined by this Court, will continue to cause irreparable damage to Lucas Oil, and to the distinctiveness,

reputation and goodwill in Lucas Oil's trademarks and trade dress, for which Lucas Oil has no adequate remedy at law.

COUNT V

(Common Law Unfair Competition)

57. Lucas Oil realleges and incorporates by reference herein the allegations in paragraphs 1-56 as if fully set forth herein. Count V is a claim for unfair competition under the common law of New York.

58. Lukoil's aforesaid actions in advertising and promoting its goods and services in connection with the Lukoil Marks and a red & white scheme that are the same or confusingly similar to the Lucas Oil Trademarks and Lucas Oil's red & white trade dress, with the intent to misappropriate and trade off of the reputation and goodwill in the Lucas Oil Trademarks and Lucas Oil's red & white trade dress, constitute unfair competition under New York common law.

59. Upon information and belief, unless enjoined, Lukoil will continue the aforesaid conduct which has caused, and will continue to cause, irreparable injury to Lucas Oil in deliberate violation of the rights of Lucas Oil, for which Lucas Oil has no adequate remedy at law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Lucas Oil Products, Inc. respectfully requests the following relief:

A. That this Court enter a judgment in favor of Lucas Oil and against Defendants OAO Lukoil, Lukoil Americas Holding Ltd., Lukoil Americas Corporation, Lukoil USA, Inc. and Getty Petroleum Marketing, Inc. for trademark infringement, unfair competition, deceptive business practices and false advertising under the Lanham Act, 15 U.S.C. §§ 1114(1) and

1125(a), under New York General Business Law §§ 349, 350, and 360-1, and under common law;

B. That Defendants, their officers, directors, agents, servants, employees, successors, assigns, parents, subsidiaries, affiliated and related companies, attorneys and all those controlled by, or in active concert or participation with Defendants, be preliminarily and permanently enjoined and restrained from:

i. using the marks LUKOIL, LUKOIL and Design, BIG LUKE LUKOIL I CARS and Design, and LUK and Design;

ii. doing any other act likely to confuse, mislead or deceive others into believing that Defendants or their products and services are affiliated with, connected with, sponsored by, or approved by Lucas Oil;

C. That this Court issue an Order canceling any federal trademark registration that Defendants have or can obtain for the trademarks LUKOIL, LUKOIL and Design, BIG LUKE LUKOIL I CARS and Design, and LUK and Design

D. That Defendants be required to account for and pay such damages as Lucas Oil has sustained in consequence of Defendants' infringement, unfair competition, deceptive business practices and false advertising, including, but not limited to, all gains, profits and advantages derived by Defendants from such acts, actual damages, Defendants' profits, and such other damages as determined by this Court;

E. That Defendants be Ordered to pay Lucas Oil treble damages due to the knowing and willful nature of Defendants' acts of false advertising and unfair competition under 15 U.S.C. § 1117.

F. For punitive damages under the laws of the State of New York;

G. That this Court enter a judgment that this is an exceptional case under 15 U.S.C. § 1117, entitling Lucas Oil to its reasonable attorneys' fees; and

H. That this Court grant such other and further relief to Lucas Oil as the Court deems just and proper.

JURY DEMAND

Plaintiff, Lucas Oil Products, Inc., demands a trial by jury on all matters and issues triable by jury.

Dated: New York, New York
June 16, 2006

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Attorneys for Plaintiff
LUCAS OIL PRODUCTS, INC.

EXHIBIT A

Richie Hearn - 88th Indy 500



LUCAS OIL
IT WORKS!



NHRA Drag Racing



Hot Boat Racing



Dirt Track Racing



Off-Road Racing



Tractor Pulling

keyword

May 30, 2006

your email



Introducing

Lucas Cycles

TODAYS TESTIMONIAL



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Lucas International
FAQ



Randy Lindenmuth Uses Trans Fix in '97 LeSabre

Randy Lindenmuth Uses Trans Fix in '97 LeSabre

My 1997 Buick LeSabre transmission was starting to shutter during shifting into and out of 3rd and drive. I thought "I'll stop in to the AutoZone store and see what I can get to solve the problem." Wow! The number of transmission additives cover several feet of shelf space. I read all of the labels, and I did not trust asking an employee because I always feel the recommend the one with the highest margin for them. So, what do I do? One brand claimed "results are usually immediate". Hmm, at least I'll know quickly if this one works. So, I bought Lucas Transmission Fix. I went home, poured it into the old Buick and went for a ride. Problem gone!!! It worked immediately! I suggest that you make the words larger on your container. Thanks for the great product.

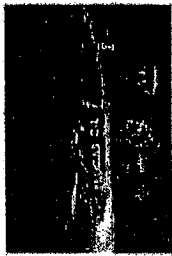
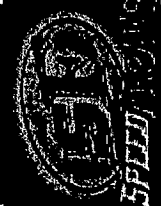
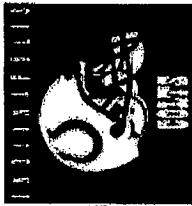
► **READ MORE**

NEWS & HEADLINES



Lucas Oil Speedway Forced to Reschedule Opening Date

May 26, 2006 - Lucas Oil Speedway officials have now slated Saturday, June 10th as open night at "The Diamond of Dirt Tracks." The opening night program will be sponsored by the Bolivar Herald - Free Press and its parent company, Community Publishers, Inc. This night of racing will feature the MLRA and NCRA Late Models along with the Lucas Oil Speedway Modifieds, Outlaw Figure 8's, B-Modifieds, Factory Stocks and Pure Stocks.



▶ READ MORE

Hard Work Pays Off for Nigel Hook

May 24, 2006 - Nigel Hook has always had a reputation for his competitive spirit and winning ways. 2005 saw Nigel continue his strong runs and podium finishes but that elusive top spot always seemed to be just out of reach. After building a brand new state-of-the-art vessel for 2006 and dialing in the set-up, first place eluded him no longer.

▶ READ MORE

Lucas' First Round Streak Snapped

May 22, 2006 - Morgan Lucas' string of first round successes came to an abrupt halt at the 42nd annual Pontiac Performance Nationals at National Trail Raceway against NHRA POWERade Top Fuel points leader, Melanie Troxel. Ironically, both teams had entered the event as the last two remaining racing operations after eight events of 23 without a first round loss in 2006.

▶ READ MORE



Carl Renezedder Prepares for this weekends CORR action in Chula Vista

May 18, 2006 - Carl Renezedder, the defending CORR Pro-2 Series, put in a number of laps at Chula Vista International Off-Road Raceway Raceway today in preparation for this weekend's 2006 CORR Lucas Oil Racing Series season opener at the same venue. In his new Lucas Oil Nissan Titan, Renezedder roared



around the purpose-built 1.7-mile course, hitting speeds near 100 miles per hour, jumping as high as a house, and executing lock to lock power slides that pelted the walls and fences with rocks and chunks of dirt as big as softballs.

► [READ MORE](#)

Lucky Lucas Races to Semi-Finals Finish in Atlanta

May 8, 2006 - Despite morning rain showers which caused a delay in the commencement of the 26th annual Summit Racing Southern Nationals at Atlanta Dragway until the middle of the afternoon saw 22-year old, Morgan Lucas press forward advancing to semi-finals before falling to NHRA Top Fuel points leader, Melanie Troxel.

► [READ MORE](#)

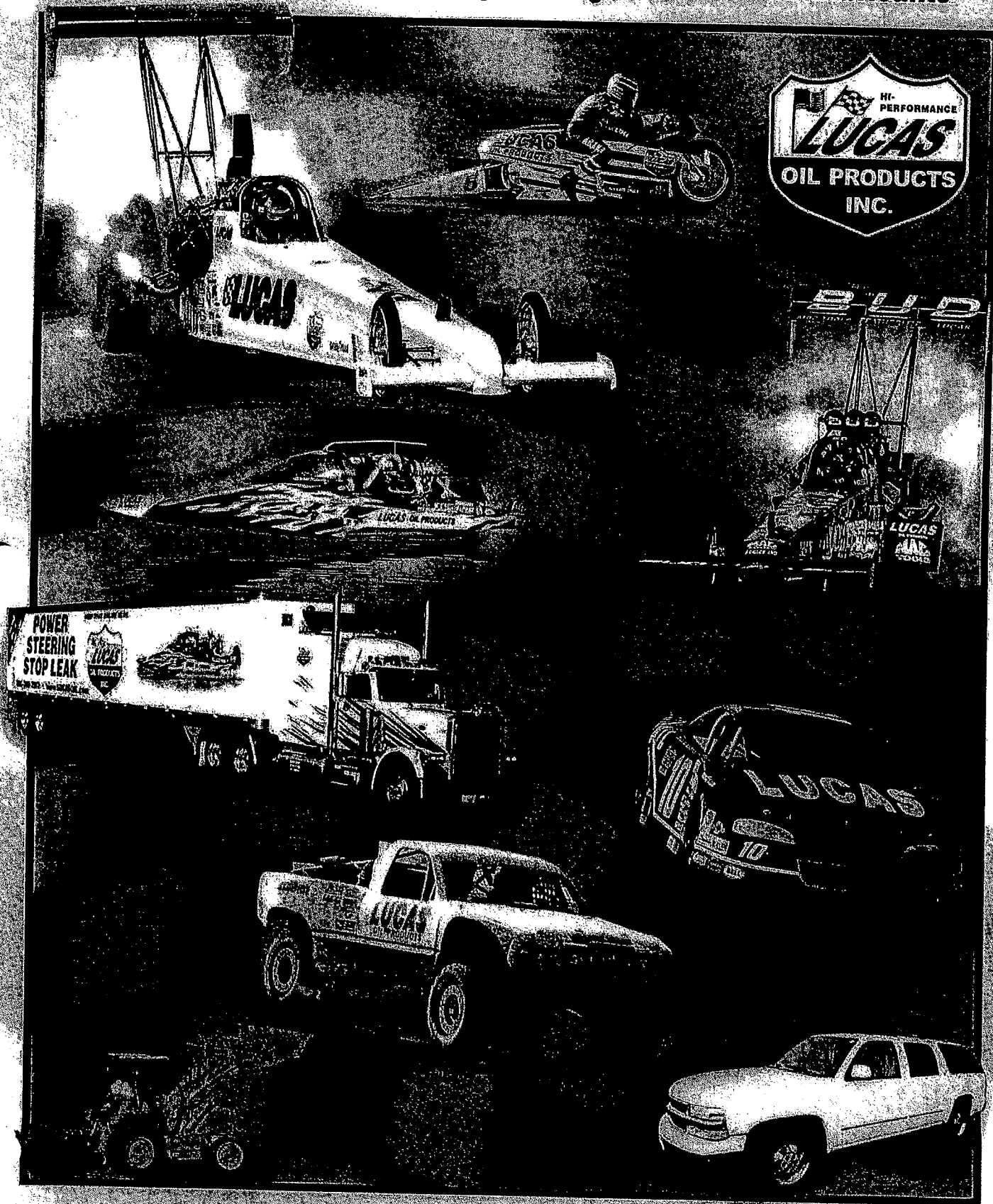
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EXHIBIT B

LUCAS OIL PRODUCTS

The World Leader in Heavy Duty and High Performance Lubricants



www.LucasOil.com



LUCAS HEAVY DUTY OIL STABILIZER

Lucas Heavy Duty Oil Stabilizer is the number one heavy duty and high performance oil supplement in the US. It eliminates dry starts and resists thermal breakdown for total protection in new engines. It stops smoking, knocking, and oil consumption in worn engines. It raises oil pressure and adds lubricity. It lowers oil temperatures and stops leaks. It extends oil life by at least 50%. Use it in any manual transmission or differential to stop wear, leaks, heat, noise & hard shifting. Using Lucas Heavy Duty Oil Stabilizer will not void new car warranties. Since it is pure petroleum, it safely blends with all petroleum products, even synthetics.



Product Number	USA Size	INT'L Size	USA Weight	INT'L Weight	Per Case	Cases Per Pallet
10001	1 Quart	946 ml	25 lbs	11.3 kg	12X1	70 Cases
10002	1 Gallon	3.786 Litres	33 lbs	15.0 kg	4X1	60 Cases



NEW

LUCAS SYNTHETIC OIL STABILIZER

Lucas Pure Synthetic oil Stabilizer is perfect for use in new equipment that requires synthetic oils or any equipment that needs enhanced performance. Also, can be used to protect new and used Heavy Duty and High Performance transmissions, gear boxes and engines. Controls heat and wear in motorcycles, air-cooled engines and all drive-train components. This product reduces friction for more power and more MPG.

Light enough for an import • Tough enough for a semi.

Product Number	USA Size	INT'L Size	USA Weight	INT'L Weight	Per Case	Cases Per Pallet
10130	1 Quart	946 ml	25 lbs	11.3 kg	12X1	70 Cases
10131	1 Gallon	3.786 Litres	33 lbs	15.0 kg	4X1	60 Cases

UPPER CYLINDER LUBRICANT (LUCAS FUEL TREATMENT)

Lucas Upper Cylinder Lubricant & Injector Cleaner is formulated for gasoline, diesel and LPG engines. It contains no harmful solvents or alcohol. This product is a blend of heat resistant, super slick oils and additives with a high detergent action that cleans and lubricates the fuel system. It also causes the fuel to burn more efficiently for greater fuel economy and fewer emissions. It will negate the harmful effects of "reformulated gasoline" especially older automobiles and 2-cycle engines. Use in diesel engines to neutralize the harmful effects of low sulphur diesel fuel. Lucas Extreme Cold Weather formulation available with anti-gel.

Product Number	Per Case	USA Size	INT'L Size	USA Weight	INT'L Weight	Cases Per Pallet
10003	12X1	1 Quart	946 ml	25 lbs	11.3 kg	70 Cases
10013	4X1	1 Gallon	3.786 Litres	33 lbs	15.0 kg	60 Cases
10020	24X1	5.25 oz.	155 ml	10 lbs	4.5 kg	224 Cases
Winter Blend						
10021	6X1	1/2 Gallon	189 ml	25 lbs	11.3 kg	65 Cases



NEW



LUCAS OCTANE BOOSTER

Lucas Octane Booster is a GENUINE Performance Enhancer! Tested and proven to deliver three times more Boost than most other brands. It's safe for turbos, oxygen sensors and catalytic converters. This product is a racing formula therefore it is not street legal. Treats up to 25 gallons of gasoline.

Product Number	USA Size	INT'L Size	USA Weight	INT'L Weight	Per Case	Cases Per Pallet
10026	15 oz.	444 ml	14 lbs	6.35 kg	12X1	132

problem
duct
s and
wash

POWER STEERING STOP LEAK

This product is totally effective at removing hard spots and tightness in worn rack & pinions. To correct worn rack and pinions, empty the reservoir and refill it with Lucas PSSL (usually 12 oz.) Results are immediate and long lasting.

To stop leaks - when power steering reservoir is low, refill it with Lucas Power Steering Stop Leak until leak stops (1 or 2 12 oz. bottles). In newer units add a small amount (about 4 oz.) to existing power steering fluid to stop initial wear. Adds life to pumps and seals. Compatible with all power steering fluids. Contains no harmful solvents.

Product Number	Per Case	USA Size	INT'L Size	USA Weight	INT'L Weight	Cases Per Pallet
10008	12X1	12 oz.	355 ml	12 lbs	5.4 kg	160 Cases
10011	12X1	1 Quart	946 ml	25 lbs	11.4 kg	70 Cases



TRANSMISSION FIX With ATF Conditioner

Lucas Transmission Fix STOPS SLIP! Its polymetric film renews worn bands to stop slipping. It cleans and lubricates sticking valves for proper shifting and controls heat and foaming. This product will extend fluid life up to three times longer. It completely stops most seal leaks. Results are usually immediate. It's the perfect preventative maintenance product to stop initial wear in newer transmissions. It is a must for motor homes, towing vehicles, and all other hard working transmissions. Compatible with all transmissions and transmission fluids. Will not void new car warranties. Contains no harmful solvents.

Money Back
Guarantee on
Seal Leaks Only.

Product Number	Per Case	USA Size	INT'L Size	USA Weight	INT'L Weight	Cases Per Pallet
10009	12X1	24 oz.	700 ml	19 lbs	8.6 kg	70 Cases



LUCAS HEAVY DUTY GREASES

Lucas X-TRA Heavy Duty Grease is the end result of years of research and a brand new technology. It's virtually wash-out proof and lasts up to four times longer than conventional lithium grease. Fortified with an extreme pressure additive package, it exceeds OEM "Lube For Life" specifications.

Red N' Tacky is a smooth, tacky, red lithium 12-HO grease fortified with a high degree of extreme pressure additives that give a TRUE Timken load much higher than other greases of this type. It stays in U-joints and resists wash-out, making it the perfect truck grease.

Product Name	Product Number	Per Cases	USA Size	INT'L Size	USA Weight	INT'L Weight	Cases Per Pallet
Red N' Tacky	10005	10X1	14.0 oz.	397 gr	11 lbs	5.0 kg	150 Cases
Red N' Tacky	10031	12X1	N/A	450 gr	N/A	6.9 kg	96 Cases
X-TRA HD Grease	10301	10X1	14.5 oz.	411 gr	11 lbs	5.0 kg	150 Cases
X-TRA HD Grease	10330	12X1	16.0 oz.	454 gr	15 lbs	5.0 kg	75 Cases
X-TRA HD Grease	10302	12X1	N/A	450 gr	N/A	6.9 kg	96 Cases



15/40 "MAGNUM" LONG DRAIN TRUCK OIL

This high TBN oil was designed to last up to twice as long as plain 15/40 oils. It is a perfect blend for diesel as well as gasoline engines. It's excellent for older engines. You can expect less oil consumption and higher oil pressure. It will guarantee a cool, quiet performance with extended drain intervals, longer engine life and no dry starts.



Product Number	Per Case	USA Size	INT'L Size	USA Weight	INT'L Weight	Cases Per Pallet
10076	4X1	1 Gallon	3.786 Litres	33 lbs	15.0 kg	60 Cases

HEAVY DUTY "PLUS" GEAR OILS

The "PLUS" is for the extra additive package over and above the normal gear oil additives.

You can expect longer oil life, lower oil temperatures, longer component life, fewer seal leaks and less power usage. This is what gear oil was meant to be.

Product Name	Product Number	Per Case	USA Size	INT'L Size	USA Weight	INT'L Weight	Cases Per Pallet
80/90 Plus	10043	12X1	1 Quart	946 ml	25 lbs	11.3 kg	70 Cases
80/90 Plus	10046	4X1	1 Gallon	3.786 Litres	33 lbs	15.0 kg	60 Cases
85/140 Plus	10042	12X1	1 Quart	946 ml	25 lbs	11.3 kg	70 Cases
85/140 Plus	10045	4X1	1 Gallon	3.786 Litres	33 lbs	15.0 kg	60 Cases



SYNTHETIC GEAR OIL

Lucas Synthetic Gear Oils are super-slick, long lasting lubricants designed especially for heavy duty or high performance applications where other gear lubricants just aren't good enough. They contain a special additive package that insures less gear rattle and longer bearing life due to better lubrication. Excellent for use in limited slip differentials. Designed to stand up to high temperatures without losing its lubricity.



Product Name	Product Number	Per Case	USA Size	INT'L Size	USA Weight	INT'L Weight	Cases Per Pallet
SYN 75/90	10047	12X1	1 Quart	946 ml	25 lbs	11.3 kg	70 Cases
SYN 75/90	10048	4X1	1 Gallon	3.786 Litres	33 lbs	15.0 kg	60 Cases
SYN 75/140	10121	12X1	1 Quart	946 ml	25 lbs	11.3 kg	70 Cases
SYN 75/140	10122	4X1	1 Gallon	3.786 Litres	33 lbs	15.0 kg	60 Cases

HUB OIL

STOPS LEAKS! Hub oil is over-worked and often neglected. It's also hard to change and prone to leak. Lucas Hub Oil is a heavy duty blend of special oils and additives designed to compensate for these problems. It totally stops most hub seal leaks and it also allows hubs to operate on a marginal amount of oil in case of poor maintenance or a totally blown seal. Available in larger containers for fleet maintenance.

Product Number	Per Case	USA Size	INT'L Size	USA Weight	INT'L Weight	Cases Per Pallet
10088	12X1	1 Quart	946 ml	25 lbs	11.3 kg	70 Cases



5TH WHEEL & SLIDER LUBE

A clean, easy-to-use, inexpensive solution to the problem of dry 5th wheels and sliders. This long lasting product can easily be applied to slider rails on both tractors and trailers. Since it is virtually waterproof it doesn't wash off trailer sliders on wet roads.



Product Number	Per Case	USA Size	INT'L Size	USA Weight	INT'L Weight	Cases Per Pallet
10030	12X1	16 oz.	473 ml	13 lbs	5.9 kg	100 Cases
10103	16X1	2 oz.	59 ml	3 lbs	1.4 kg	200 Cases

HIGH PERFORMANCE SYNTHETIC RACING OILS

Blended with an exclusive additive package that controls drag like a zero weight oil and protects metal like a heavy multi-viscosity oil. Perfect for any high RPM engine. All synthetic (except P3) are excellent for normal highway usage.

Product Name	Product Number	Per Case	USA Size	INT'L Size	USA Weight	INT'L Weight	Cases Per Pallet
SYN P3	10112	12X1	1 Quart	946 ml	25 lbs	11.3 kg	70 Cases
SYN 5	10166	12X1	1 Quart	946 ml	25 lbs	11.3 kg	70 Cases
SYN 5W20	10042	12X1	1 Quart	946 ml	25 lbs	11.3 kg	70 Cases
SYN 10/30	10080	12X1	1 Quart	946 ml	25 lbs	11.3 kg	70 Cases
SYN 20/50	10054	12X1	1 Quart	946 ml	25 lbs	11.3 kg	70 Cases



"PLUS" PETROLEUM RACING OILS

The "PLUS" is for the extra additives above and beyond those found in ordinary racing oils. We have developed a line of premium racing oils to meet the needs of all race engines from 6000 hp on down. Excellent for everyday passenger car applications. Give us a call and ask for specifics.



Product Name	Product Number	Per Case	USA Size	INT'L Size	USA Weight	INT'L Weight	Cases Per Pallet
70 Plus	20700	12X1	1 Quart	946 ml	25 lbs	11.3 kg	70 Cases
50 Plus	10044	12X1	1 Quart	946 ml	25 lbs	11.3 kg	70 Cases
20/50 Plus	20300	12X1	1 Quart	946 ml	25 lbs	11.3 kg	70 Cases

SEMI-SYNTHETIC 2-CYCLE RACING OIL

This high performance, low ash formulation is made especially to meet the needs of high performance racing engines. It's suitable for use in air-cooled or water-cooled two-stroke engines. It's clean burning, "smokeless" and helps reduce carbon build-up. Helps prevent piston burning, spark plug fouling, ring sticking and corrosion caused by combustion residues.

Product Number	Per Case	USA Size	INT'L Size	USA Weight	INT'L Weight	Cases Per Pallet
10110	12X1	1 Quart	946 ml	25 lbs	11.3 kg	70 Cases
10115	4X1	1 Gallon	3.785 Litres	33 lbs	15.0 kg	60 Cases
10120	12X1	16 oz.	473 ml	13 lbs	6.8 kg	100 Cases



"SURE-SHIFT" SEMI-SYNTHETIC ATF

This is no normal ATF formulation. It has been developed to give the smooth precise shifts needed by Drag Racers. It also extends a degree of protection not found in any other ATF. This product will stop wear and tear like nothing you've ever tried. It is very long lasting. Meets and exceeds all requirements of transmissions calling for Dexron/Mercon ATF.



Product Number	Per Case	USA Size	INT'L Size	USA Weight	INT'L Weight	Cases Per Pallet
10052	12X1	1 Quart	946 ml	25 lbs	11.3 kg	70 Cases

CHAIN LUBRICANT

Lucas Chain Lube has excellent high temperature stability and clinging qualities. It contains Molybdenum Disulfide plus a complex blend of special additives and select base oils. It is a long lasting, all weather, all temperature lubricant and protectant for chains, sprockets, cables and open gears. It has a much stronger lubricant film than grease. It is also impervious to salt water.

Product Number	Per Case	USA Size	INT'L Size	USA Weight	INT'L Weight	Cases Per Pallet
10014	12X1	1 Quart	946 ml	25 lbs	11.3 kg	70 Cases



AIR TOOL LUBE

This long lasting, super slick product allows air tools to run easier and last much longer. It is a complex blend of pure petroleum oils and additives especially formulated to combat rust and varnish for the working professional. It coats the working parts with a cushion of waterproof lubricants that resist "Blow-out", enabling it to lube the tool, not the floor. It does not contain harmful solvents.



Product Number	Per Case	USA Size	INT'L Size	USA Weight	INT'L Weight	Cases Per Pallet
10200	12X1	1 Quart	946 ml	25 lbs	11.3 kg	70 Cases
10216	12X1	15 oz	473 ml	13 lbs	5.9 kg	120 Cases

HYDRAULIC OIL BOOSTER & STOP LEAK

It's an inexpensive solution to your hydraulic problems. It's the perfect preventative maintenance product for new equipment and the perfect solution for worn hydraulics and transmissions in older equipment. A 10% addition will condition seals to stop leaks and restore load pressure in old equipment and prevent leaks and wear in new equipment. It renews worn fluids, removes varnish from wet brakes and clutches to stop slip and lowers operating temps. Does not contain harmful solvents.

Product Number	Per Case	USA Size	INT'L Size	USA Weight	INT'L Weight	Cases Per Pallet
10018	12X1	1 Quart	946 ml	25 lbs	11.3 kg	70 Cases
10018	4X1	1 Gallon	3.785 Litres	34 lbs	15.4 kg	60 Cases



UNIVERSAL HYDRAULIC FLUID

It's blended with the highest quality oils and special additives that assure equipment owners reduced down-time and extended equipment life. It meets and exceeds all major OEM specifications for powershift transmissions, bearings, wet brakes and PTO clutch applications. It is a multi-purpose powershift transmission/hydraulic fluid intended for a wide range of power driven equipment. Excellent for long term economy. Also available in larger containers.

Product Number	Per Case	USA Size	INT'L Size	USA Weight	INT'L Weight	Cases Per Pallet
10017	4X1	1 Gallon	3.785 Litres	33 lbs	15.0 kg	60 Cases

Sell More Products With These Powerful Marketing Tools!

PERFORMANCE PACK

DEMONSTRATOR

#10500



NEW

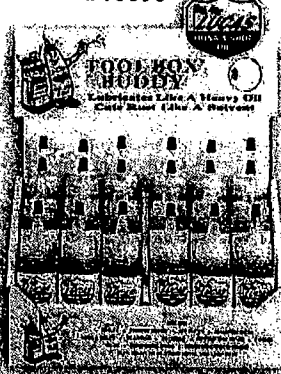
STARTER KIT

#10041



TOOL BOX BUDDY

#10070



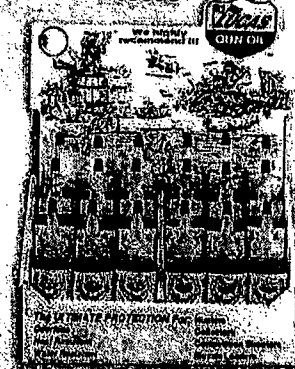
DISPLAY RACK

#10400



GUN OIL

#10006



Tool Box Buddy lubricates better, penetrates deeper and cuts rust faster than any spray product. Excellent for locks, air tools, or anything exposed to moisture. Fits easily in any tool box. Excellent for household use. It does not contain harmful solvents.

Per Case	USA Size	INTL. Size	USA Weight	INTL. Weight	Cases Per Pallet
18X1	2 oz.	69 ml	3 lbs	1.4 kg	200 Cases

Lucas Gun Oil is designed to stand up to the high combustion temperatures of machine guns. It resists evaporation and drying during long term storage. It is totally odorless and protects against moisture during wet hunting conditions.

Per Case	USA Size	INTL. Size	USA Weight	INTL. Weight	Cases Per Pallet
18X1	2 oz.	69 ml	3 lbs	1.4 kg	200 Cases

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Toll Free UK 0800 400259

NHRA Lucas Oil Drag Racing Series



Sportsman - Lucas Oil sportsman competition offers heart-stopping, ground-pounding racing action at quarter-mile

tracks all across the country.

Official Oil Products of NHRA



One of America's fastest growing and most fan friendly motorsports, NHRA gives fans a pure adrenaline rush with cars producing over 6,000 horsepower and reaching speeds over 300 miles per hour in a quarter mile.

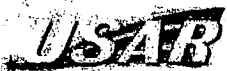
ATPA Lucas Oil Power Pulling Series Official Lubricant of ATPA



The ATPA is the largest and most progressive sanctioning organization within the sport

of professional truck and tractor pulling with over 2,000 active members throughout the United States and Canada.

Official Lubricant of USAR Hooters Pro Cup Sponsor of the Half-Way Leader Award



Short trackin' the way it ought to be. The USAR Hooters Pro Cup features 30 race dates and a renewal of the unique two-division format that has made

the series one of the most popular short-track racing series in the country.

Lucas Oil ... On The Edge



Lucas Oil ... On The Edge will bring racing fans all the latest and greatest action from the most extreme racing series on the planet.

This half-hour television program will air on SPEED Channel in the 4th Quarter.

Lucas Oil Super Late Model Series



The Lucas Oil Super Late Model Series brings fast-paced and highly competitive racing action

to Irwindale Speedway, one of the finest short-track racing facilities in the country.

Lucas Oil Championship Off-Road Racing Series Official Lubricant of CORR



With a series like CORR off-road vehicles are put to the test in this fast action, dirt-tossing, high-flying racing adventure. Loyal fans are provided with an unmatched off-road short course racing experience, rain or shine.

IHBA Lucas Oil Drag Boat Racing Series Official Lubricant of IHBA



Drag racing is taken to the rivers and lakes all across America as some of the world's

fastest boats compete in the IHBA.

Official Lubricant of Xtreme DirtCar Series Sponsor of the Lucas Oil Rookie of the Year

(Formerly Hava Tampa)



Dirt track racing to the extreme! This exciting late model dirt track touring series is the headliner at

dirt tracks all over the Southeast and Midwest.

Lucas Oil Speedway - Promoted & Operated by Lucas Oil Products



Lucas Oil-10 Speedway is your Southern California short track racing destination for pure stock, modified, late model, super late model, legends, trucks, bombers, bandoleros, sportsman, and demolition derbies.

Official Oil Products of SpeedFreaks



Speedfreaks... the Mod Squad of Motorsports hits the airwaves every Sunday night all across the country with Kenny Sargent, Crash Gladys, Lugg Nuttz and Statt Mann Caruthers.

Official Oil Products of NOPI



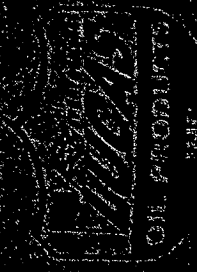
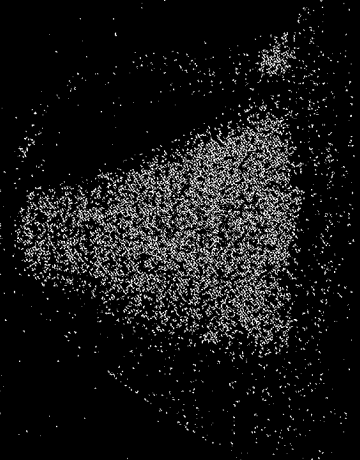
The NOPI Drag Racing Association brings together the quickest sport compact cars and the most exciting lifestyle activities at 12 action-packed events.

Official Lubricant of Ford SVTOA

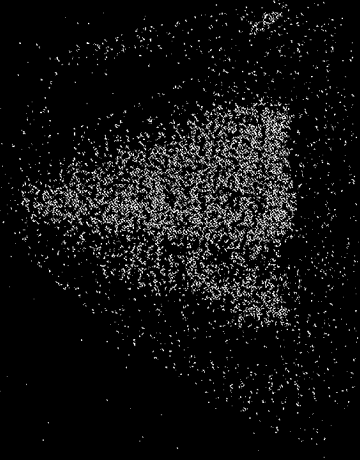


Ford SVTOA - Ford SVT enthusiasts from all across the country gather together for road trips, cruise nights and track days with other SVT owner

EXHIBIT C



15W-40
SAE J300
API Service Class
SJ



75W-140
SAE J300
API Service Class
SJ



Trans & AW Lubo

EXHIBIT D

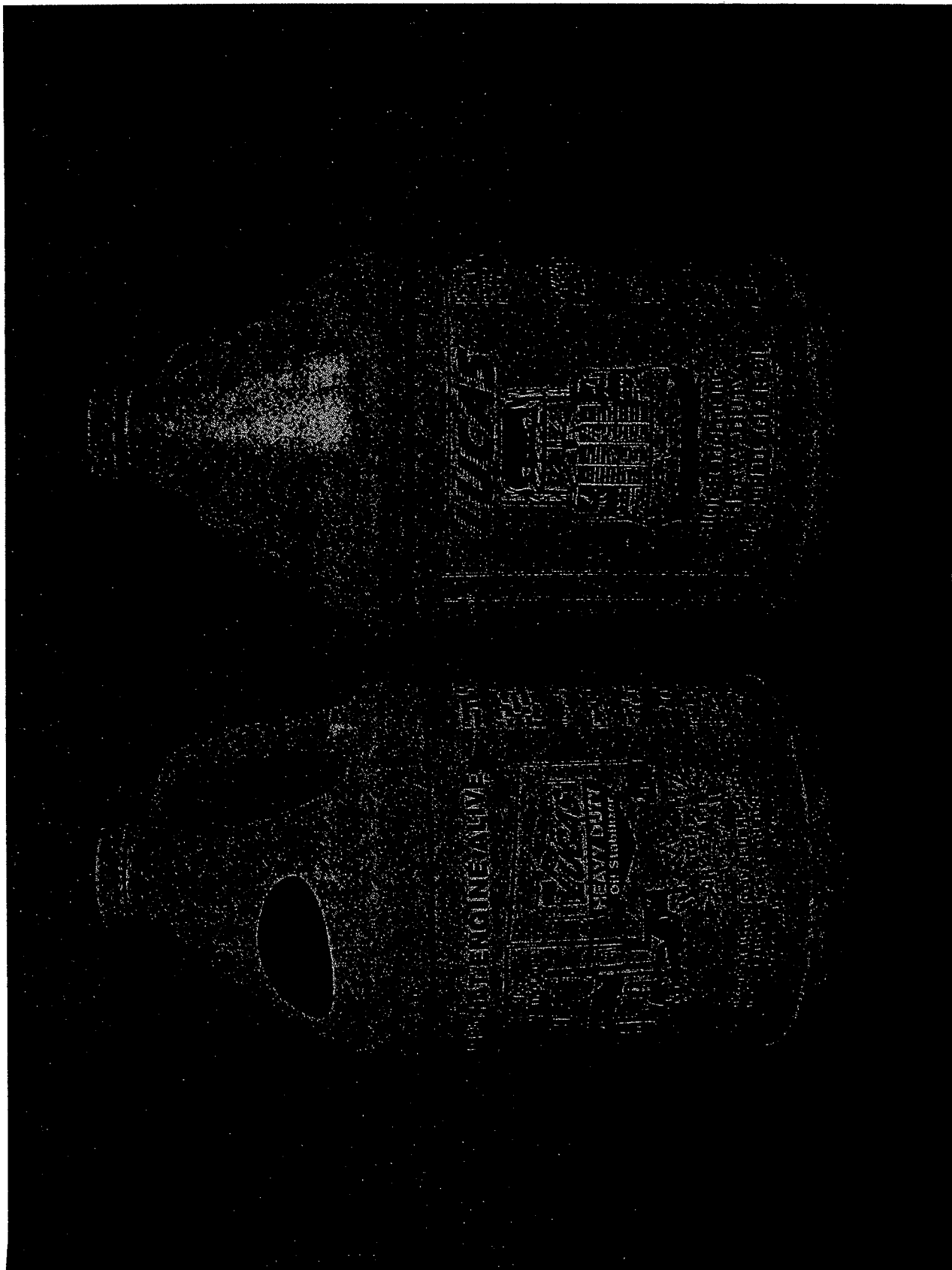


EXHIBIT E

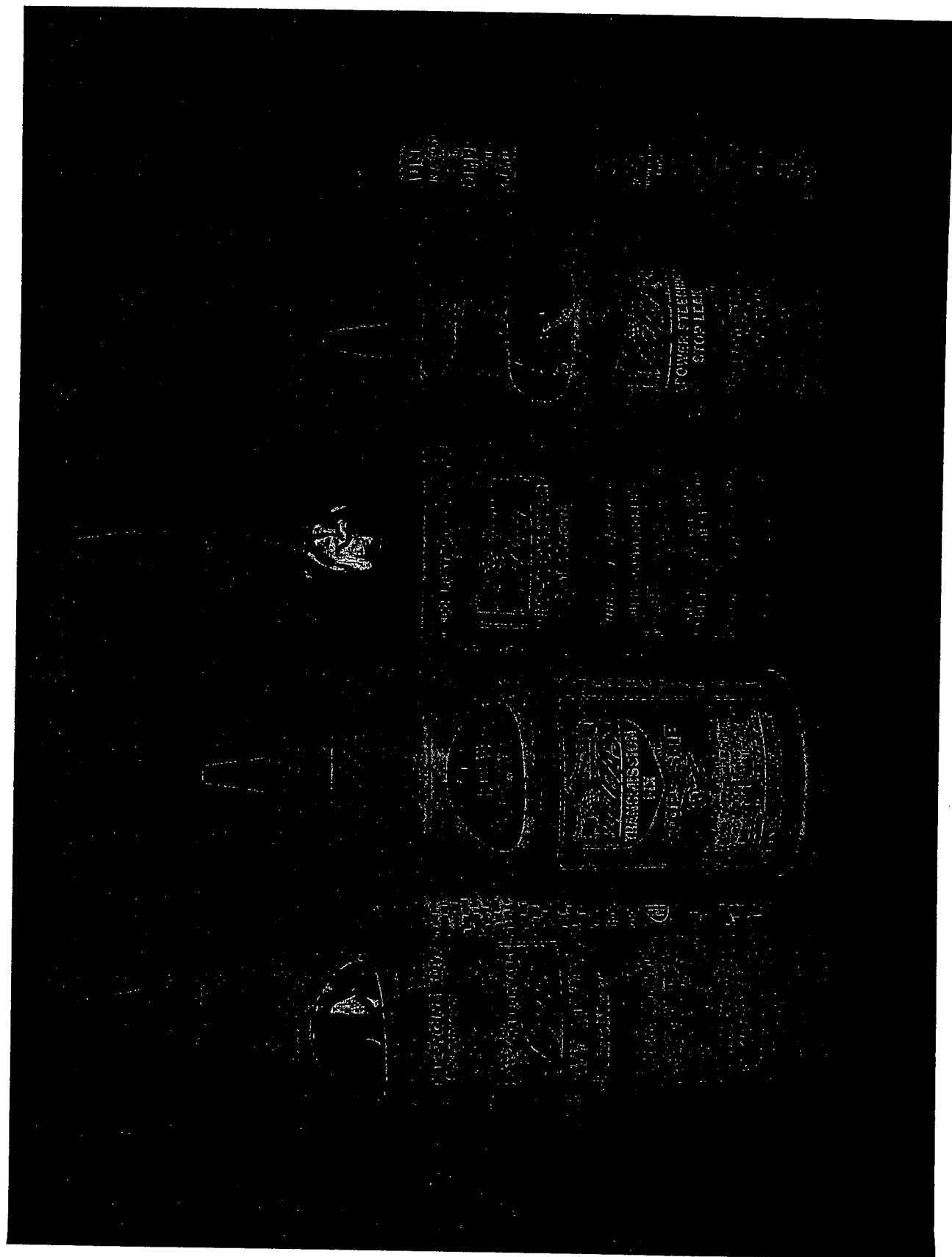


EXHIBIT F

Int. Cl.: 4

Prior U.S. Cls.: 1, 6 and 15

United States Patent and Trademark Office

Reg. No. 2,904,296

Registered Nov. 23, 2004

TRADEMARK
PRINCIPAL REGISTER



LUCAS OIL PRODUCTS INC. (CALIFORNIA
CORPORATION)
302, NORTH SHERIDAN STREET
CORONA, CA 928802067

FIRST USE 7-0-1989; IN COMMERCE 7-0-1989.

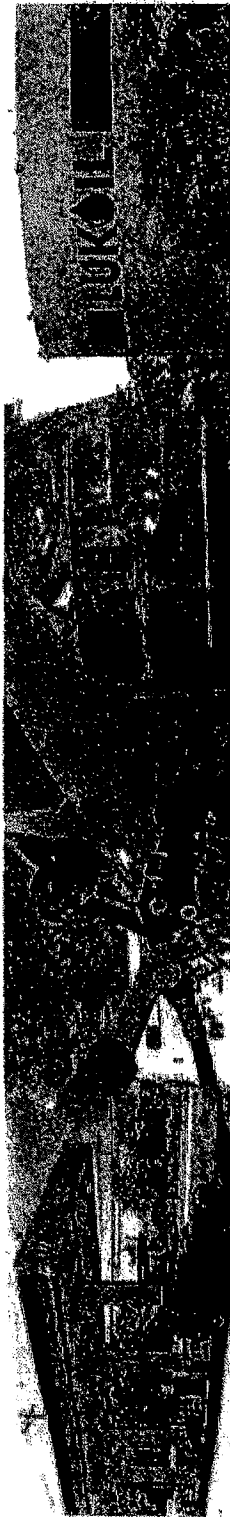
FOR: NON-CHEMICAL MOTOR OIL ADDITIVE,
GASOLINE ADDITIVE, DIESEL FUEL ADDITIVE,
POWER STEERING FLUID ADDITIVE AND
TRANSMISSION FLUID ADDITIVE; LUBRICAT-
ING GUN OIL AND HUB OIL, AIR TOOL LUBRI-
CANT AND FIFTH WHEEL TRAILER LUBRICANT,
CHAIN LUBRICANT AND GREASES, IN CLASS 4
(U.S. CLS. 1, 6 AND 15).

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "OIL PRODUCTS INC.", APART
FROM THE MARK AS SHOWN.

SER. NO. 76-517,672, FILED 5-5-2003.

GEORGIA CARTY, EXAMINING ATTORNEY

EXHIBIT G



LUKOIL
LUKOILAMERICAS.COM

ALWAYS MOVING FORWARD

FIND OUT WHAT EVERYONE IS TALKING ABOUT!

COMPANY INFO

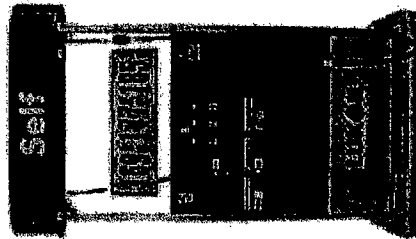
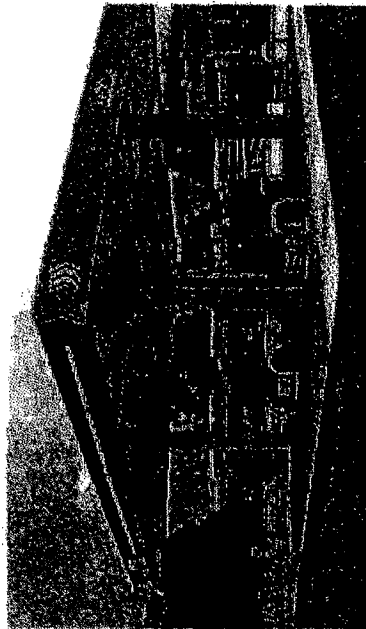
PRESS CENTER

PRODUCTS & SERVICES

CAREER OPPORTUNITIES

ENVIRONMENT

eLINK



Our first location was rebranded to LUKOIL and completed on May 16, 2003. Since then, more stations were rebranded.

CHECK OUT OUR NEW EXCITING LOOK!

HERE ARE A FEW FREQUENTLY ASKED QUESTIONS

QUESTION: What is LUKOIL?

ANSWER: LUKOIL is one of Russia's largest vertically integrated oil companies. Founded in 1991, it is one of the world's top 5 publicly traded oil companies in terms of proven oil reserves. LUKOIL is the most internationally diversified Russian oil company, and the first to have ventured abroad to work with international oil corporations. It is Russia's number one refiner with total capacity of 1.15M bpd (including overseas assets). The company has almost 4,000 gasoline stations worldwide with over 1,300 outlets in the United States. It is publicly traded on numerous international stock exchanges and most recently was listed on the London Stock Exchange (SYMBOL: LKOD).

QUESTION: When did LUKOIL acquire Getty?

ANSWER: LUKOIL acquired Getty Petroleum Marketing Inc. in November 2000. LUKOIL is the first Russian oil company to buy a publicly traded New York Stock Exchange (NYSE) listed company Getty Petroleum Marketing Inc.

QUESTION: Why are GETTY stations converting?

ANSWER: Certain specific marketing sites are being converted to the LUKOIL brand. The selected units must fulfill certain key criteria established by LUKOIL. Their conversion is designed to introduce an internationally recognized oil company into the United States and to leverage the quality of the LUKOIL brand with the United States consumer.

QUESTION: In total, how many GETTY stations will be converted into LUKOIL stations?

ANSWER: The plan is to target specific demographic marketing areas for the LUKOIL brand. As a result, approximately 150 units will be converted over the course of 24 months.

QUESTION: Why have you decided to rebrand the GETTY name?

ANSWER: The GETTY brand has unique appeal to its customer base. By changing to the LUKOIL brand, we hope to build customer loyalty, increase unit volume, build brand awareness and enhance shareholder value.

QUESTION: What are the major concerns you have about phasing out a well-known name such as GETTY?

ANSWER: We are concerned about public acceptance of a new unknown brand in the United States. Our aim is to dispel the apprehension by launching a new marketer with world class expertise.

QUESTION: What is the timeline for the rebranding process?

ANSWER: We have short term timing of 35 sites to be completed by August 31, 2003 and long term objectives of an additional 115 sites by the middle of 2005 (depending on permits).

QUESTION: What does this rebranding mean for consumers?

ANSWER: Consumers will now have another brand choice in a world of ever shrinking brand consolidation. The consumer will have the same high quality fuels that meet or exceed United States specifications.

QUESTION: Has there been a change in quality of the gasoline?

ANSWER: There has not been any change to the product quality nor to the product selection.

QUESTION: Does this mean that gasoline prices will increase?

ANSWER: Gasoline prices are market driven and are affected by the competitive nature of the marketplace.

QUESTION: Is LUKOIL gas the same quality?

ANSWER: Yes. LUKOIL products are the same quality as the top tier brands in the United States and worldwide.

QUESTION: Why has the company selected to begin the rebranding process in the Northeast?

ANSWER: With LUKOIL's GETTY acquisition, the assets and synergies are concentrated in the Northeast.

QUESTION: Where does LUKOIL get its gasoline?

ANSWER: As an integrated oil company, LUKOIL is engaged in exploration, production refining and marketing of petroleum products. Much of LUKOIL's finished products are shipped to world markets. The Lukoil branded outlets in the United States will have approximately one half of their product supplied by Lukoil until additional Russian export facilities are completed.

QUESTION: How large is LUKOIL?

ANSWER: LUKOIL is second in proven reserves to Exxon Mobil.

QUESTION: Where else does LUKOIL operate gasoline stations?

ANSWER: LUKOIL has a total of 3,940 retail outlets of which 1,470 are in Russia, 1,370 are in the United States and approximately 1,100 are located in Europe.

QUESTION: What are LUKOIL's long-term and short-term plans in the American market?

ANSWER: Short term plans include growth through acquisition and expansion through wholesale marketing. Long term plans are to bring the total number of outlets in the United States to 3,000 sites. The short term plans for fuel supply are to ship finished petroleum products to market for sale through the United States proprietary outlets. Ports such as Vysotsk will be able to supply product in late 2003. The long term product source for US imports will be through the port of Murmansk.

QUESTION: Does this mean that LUKOIL will be providing the US with a new, non-Middle Eastern source of gasoline?

ANSWER: Yes. LUKOIL will displace some of the Middle Eastern oil presently imported by the United States.

QUESTION: Is this oil being imported directly from Russia?

ANSWER: Most of LUKOIL's exports are from Russia.

QUESTION: Is the US/Russian government supportive of what LUKOIL is doing in the US?

ANSWER: The governments of both countries are very supportive of the increase in Russian imports. The United States has backed major infrastructure projects for expanding oil exports to the United States.

QUESTION: What does LUKOIL/GETTY hope to achieve through this rebranding process?

ANSWER: LUKOIL hopes to bring the message that they are a reliable, competitive, quality driven, vertically integrated petroleum company that is growing through acquisition and innovation.

LEGAL

LUKOIL AMERICAS CORPORATION. ALL RIGHTS RESERVED.

PRIVACY

SECURITY

EXHIBIT H



LUKOIL

LUKOILAMERICAS.COM

ALWAYS MOVING FORWARD

COMPANY INFO

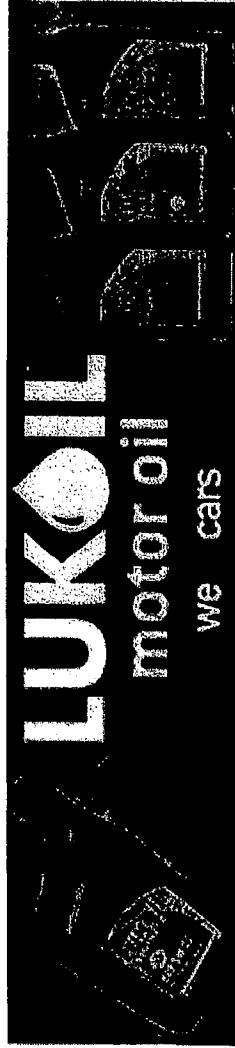
PRESS CENTER

PRODUCTS & SERVICES

CAREER OPPORTUNITIES

ENVIRONMENT

eLINK



More information coming soon.

LUKOIL AMERICAS CORPORATION. ALL RIGHTS ARE RESERVED.

LEGAL

PRIVACY

SECURITY

EXHIBIT B

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*Attorneys for Lukoil Americas Holding Ltd.,
Lukoil Americas Corporation, Lukoil USA, Inc.
and Getty Petroleum Marketing Inc.*

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

LUCAS OIL PRODUCTS, INC.,

Plaintiff,

v.

OA O LUKOIL, LUKOIL AMERICAS
HOLDING LTD., LUKOIL AMERICAS
CORPORATION, LUKOIL USA, INC. and
GETTY PETROLEUM MARKETING, INC.

Defendants.

No. 06 CV 4650 (RMB)

ECF CASE

**AMENDED ANSWER AND AFFIRMATIVE DEFENSES OF LUKOIL
AMERICAS HOLDING LTD., LUKOIL AMERICAS CORPORATION,
LUKOIL USA, INC. AND GETTY PETROLEUM MARKETING INC.
AND COUNTERCLAIMS OF GETTY PETROLEUM MARKETING INC.**

Defendants Lukoil Americas Holding Ltd. ("LAH"), Lukoil Americas Corporation ("LAC"), Lukoil USA, Inc. ("LUI") and Getty Petroleum Marketing Inc. ("Getty"), by and through their undersigned counsel, answer Plaintiff's Complaint as follows:

1. LAH, LAC, LUI and Getty admit the allegations in paragraph 1 of the Complaint.

2. LAH, LAC, LUI and Getty admit the allegations in paragraph 2 of the Complaint.

3. LAH, LAC, LUI and Getty deny the allegations in paragraph 3 of the Complaint, except admit that OAO Lukoil is an indirect foreign parent of LAH, LAC, LUI and Getty. LAH, LAC, LUI and Getty further aver that LUI and Getty transact business in the State of New York, and that Getty is a subsidiary of LAC.

4. LAH, LAC, LUI and Getty admit the allegations in paragraph 4 of the Complaint, but deny that venue is proper as to Defendant OAO Lukoil. LAH, LAC, LUI and Getty further aver that Defendant OAO Lukoil is a company organized under the laws of the Russian Federation, with its principal place of business at 11, Sretensky Boulevard, Moscow 101000, Russia. Except as specifically admitted, denied.

5. LAH, LAC, LUI and Getty deny having sufficient knowledge or information to admit or deny the allegations in paragraph 5 of the Complaint.

6. LAH, LAC, LUI and Getty admit that Defendant OAO Lukoil is a company organized under the laws of the Russian Federation, with its principal place of business at 11, Sretensky Boulevard, Moscow 101000, Russia, and that OAO Lukoil and/or certain of its subsidiaries are in the business of producing, refining and selling crude oil and gas, petroleum products and petrochemicals, including lubricants, for the automotive and other industries, and otherwise deny the allegations in paragraph 6 of the Complaint.

7. LAH, LAC, LUI and Getty deny the allegations in paragraph 7 of the Complaint, except admit that LAH is an indirect subsidiary of OAO Lukoil.

8. LAH, LAC, LUI and Getty admit that LAC is a Delaware corporation with its principal place of business at 1500 Hempstead Turnpike, East Meadow, New York 11554, and that it is an indirect subsidiary of OAO Lukoil and an affiliate of LAH, but otherwise deny the allegations in paragraph 8 of the Complaint.

9. LAH, LAC, LUI and Getty admit that LUI is a Delaware corporation with its principal place of business at 1500 Hempstead Turnpike, East Meadow, New York 11554, and that it is an indirect subsidiary of OAO Lukoil and an affiliate of LAH, but otherwise deny the allegations in paragraph 9 of the Complaint.

10. LAH, LAC, LUI and Getty admit that Getty is a Maryland corporation with its principal place of business at 1500 Hempstead Turnpike, East Meadow, New York 11554; that it is an indirect subsidiary of OAO Lukoil and a subsidiary of LAC; and that it is in the business of selling gasoline and related products in this District and in the United States; but otherwise deny the allegations in paragraph 10 of the Complaint.

11. LAH, LAC, LUI and Getty deny having sufficient knowledge or information to admit or deny the allegations in paragraph 11 of the Complaint.

12. LAH, LAC, LUI and Getty deny having sufficient knowledge or information to admit or deny the allegations in paragraph 12 of the Complaint.

13. LAH, LAC, LUI and Getty deny having sufficient knowledge or information to admit or deny the allegations in paragraph 13 of the Complaint.

14. LAH, LAC, LUI and Getty deny having sufficient knowledge or information to admit or deny the allegations in paragraph 14 of the Complaint.

15. LAH, LAC, LUI and Getty deny having sufficient knowledge or information to admit or deny the allegations in paragraph 15 of the Complaint.

16. LAH, LAC, LUI and Getty deny having sufficient knowledge or information to admit or deny the allegations in paragraph 16 of the Complaint.

17. LAH, LAC, LUI and Getty deny having sufficient knowledge or information to admit or deny the allegations in paragraph 17 of the Complaint.

18. LAH, LAC, LUI and Getty deny having sufficient knowledge or information to admit or deny the allegations in paragraph 18 of the Complaint.

19. LAH, LAC, LUI and Getty deny having sufficient knowledge or information to admit or deny the allegations in paragraph 19 of the Complaint.

20. LAH, LAC, LUI and Getty deny having sufficient knowledge or information to admit or deny the allegations in paragraph 20 of the Complaint.

21. LAH, LAC, LUI and Getty deny having sufficient knowledge or information to admit or deny the allegations in paragraph 21 of the Complaint.

22. LAH, LAC, LUI and Getty deny having sufficient knowledge or information to admit or deny the allegations in paragraph 22 of the Complaint.

23. LAH, LAC, LUI and Getty deny the allegations in paragraph 23 of the Complaint.

24. LAH, LAC, LUI and Getty deny the allegations in paragraph 24 of the Complaint.

25. LAH, LAC, LUI and Getty object to Plaintiff's definition of "Lukoil" as collectively including all of Defendants. Subject to the foregoing objection, LAH, LAC, LUI and Getty admit the allegations in the second sentence of paragraph 25 of the Complaint and admit that Defendant OAO Lukoil is believed to be the sixth largest oil company in the world as measured by hydrocarbon production, and otherwise deny the allegations in the third sentence of paragraph 25 of the Complaint. LAH, LAC, LUI and Getty further aver that OAO Lukoil and/or certain of its non-U.S. subsidiaries are in the business of producing and refining crude oil and gas into petroleum products and petrochemicals, including lubricants for the automotive industry. Except as specifically admitted, denied.

26. LAH, LAC, LUI and Getty deny the allegations in paragraph 26 of the Complaint.

27. LAH, LAC, LUI and Getty admit the allegations in the second sentence of paragraph 27 of the Complaint. LAH, LAC, LUI and Getty admit the allegations in the third and fourth sentences of paragraph 27 of the Complaint, subject to the correction that the referenced website is a LAC website. LAH, LAC, LUI and Getty further aver that starting in New York, in May 2003, gas stations were rebranded to the LUKOIL brand. Except as specifically admitted, denied.

28. LAH, LAC, LUI and Getty admit the LUKOIL brand gas stations have sold and continue to sell lubricants for heavy duty and consumer automotive engines and vehicles, including LUKOIL brand lubricants, but not LUKOIL brand additive products. LAC, LUI and Getty further aver that LUKOIL brand motor oil and lubricants sold in the U.S. feature an orange, gold and black color scheme with the mark LUKOIL in red type outlined in white. LAC, LUI and Getty otherwise deny the allegations in paragraph 28 of the Complaint.

29. LAH, LAC, LUI and Getty deny the allegations in paragraph 29 of the Complaint.

30. LAH, LAC, LUI and Getty deny the allegations in paragraph 30 of the Complaint.

31. LAH, LAC, LUI and Getty object to the allegations in paragraph 31 of the Complaint for the reasons set forth in paragraph 25 above. Subject to this objection, LAH, LAC, LUI and Getty admit that Defendant OAO Lukoil is the owner of pending U.S. Trademark Application Nos. 76/388,904, 76/388,903 and 76/388,906 intended for use as alleged in paragraph 31 of the Complaint, and that Defendant Getty is the owner of the U.S. Trademark Application No. 78/749,579, and otherwise deny the allegations in paragraph 31 of the Complaint.

32. LAH, LAC, LUI and Getty admit that Defendant OAO Lukoil is the owner of pending U.S. Trademark Application Nos. 75/475,106, 75/475,100 and 75/475,107 intended for the uses as set forth therein, and otherwise deny the allegations in paragraph 32 of the Complaint.

33. LAH, LAC, LUI and Getty object to Plaintiff's definition of "Lukoil Marks" as collectively including all of the marks LUKOIL, LUKOIL and Design, BIG LUKE LUKOIL I CARS and Design, and LUK and Design. Subject to the foregoing objection, LAH, LAC, LUI and Getty respond to the allegations in the first sentence of Paragraph 33 of the Complaint as follows: LAH, LAC, LUI and Getty deny the allegations as they pertain to Defendants LAH, LAC or LUI; LAH, LAC, LUI and Getty deny having sufficient knowledge or information to admit or deny the allegations regarding the nature and extent of Defendant OAO Lukoil's advertisement of goods and services in connection with some or all of the referenced marks; LAH, LAC, LUI and Getty admit that, with the exception of LUK and Design, Defendant Getty advertises its goods and services as alleged in the first sentence of paragraph 33 of the Complaint. LAH, LAC, LUI and Getty deny the allegations in the second sentence of paragraph 33 of the Complaint, except aver that Defendant OAO Lukoil and/or certain of its non-U.S. subsidiaries have sponsored and continue to sponsor motor racing sports/events outside the United States. Except as specifically admitted, denied.

34. LAH, LAC, LUI and Getty deny the allegations in paragraph 34 of the Complaint, except deny having sufficient knowledge or information to admit or deny the allegations as they pertain to Lucas Oil Products, Inc.

35. LAH, LAC, LUI and Getty deny the allegations in paragraph 35 of the Complaint.

36. LAH, LAC, LUI and Getty deny the allegations in paragraph 36 of the Complaint.

COUNT I

(Federal Trademark Infringement, 15 U.S.C. § 1114)

37. In response to the statements contained in paragraph 37 of the Complaint, LAH, LAC, LUI and Getty restate and incorporate by reference their responses in paragraphs 1 through 36 above.

38. LAH, LAC, LUI and Getty deny having sufficient knowledge or information to admit or deny the allegations in paragraph 38 of the Complaint.

39. LAH, LAC, LUI and Getty deny the allegations in paragraph 39 of the Complaint.

40. LAH, LAC, LUI and Getty deny the allegations in paragraph 40 of the Complaint.

41. LAH, LAC, LUI and Getty deny the allegations in paragraph 41 of the Complaint.

42. LAH, LAC, LUI and Getty deny the allegations in paragraph 42 of the Complaint.

COUNT II

(Federal Unfair Competition, 15 U.S.C. § 1125(a))

43. In response to the statements contained in paragraph 43 of the Complaint, LAH, LAC, LUI and Getty restate and incorporate by reference their responses in paragraphs 1 through 42 above.

44. LAH, LAC, LUI and Getty deny the allegations in paragraph 44 of the Complaint.

45. LAH, LAC, LUI and Getty deny the allegations in paragraph 45 of the Complaint.

46. LAH, LAC, LUI and Getty deny the allegations in paragraph 46 of the Complaint.

COUNT III

(Federal Trademark Dilution, 15 U.S.C. § 1125(c))

47. In response to the statements contained in paragraph 47 of the Complaint, LAH, LAC, LUI and Getty restate and incorporate by reference their responses in paragraphs 1 through 46 above.

48. LAH, LAC, LUI and Getty deny the allegations in paragraph 48 of the Complaint.

49. LAH, LAC, LUI and Getty deny the allegations in paragraph 49 of the Complaint.

50. LAH, LAC, LUI and Getty object to the allegations in paragraph 50 of the Complaint for the reasons set forth in paragraphs 25 and 33 above. Subject to these objections, LAH, LAC, LUI and Getty admit that Getty uses the LUKOIL and LUKOIL and Design marks

with respect to gas stations, motor oil and other lubricants in the United States, and otherwise deny the allegations in paragraph 50 of the Complaint.

51. LAH, LAC, LUI and Getty deny the allegations in paragraph 51 of the Complaint.

52. LAH, LAC, LUI and Getty deny the allegations in paragraph 52 of the Complaint.

53. LAH, LAC, LUI and Getty deny the allegations in paragraph 53 of the Complaint.

COUNT IV

(State Law Trademark Dilution – N.Y. Gen. Bus. Law § 360-I)

54. In response to the statements contained in paragraph 54 of the Complaint, LAH, LAC, LUI and Getty restate and incorporate by reference their responses in paragraphs 1 through 53 above.

55. LAH, LAC, LUI and Getty deny the allegations in paragraph 55 of the Complaint.

56. LAH, LAC, LUI and Getty deny the allegations in paragraph 56 of the Complaint.

COUNT V

(Common Law Unfair Competition)

57. In response to the statements contained in paragraph 57 of the Complaint, LAH, LAC, LUI and Getty restate and incorporate by reference their responses in paragraphs 1 through 56 above.

58. LAH, LAC, LUI and Getty deny the allegations in paragraph 58 of the Complaint.

59. LAH, LAC, LUI and Getty deny the allegations in paragraph 59 of the Complaint.

60. LAH, LAC, LUI and Getty deny all other allegations, including any allegations contained in the Prayer for Relief, not specifically admitted herein.

FIRST AFFIRMATIVE DEFENSE

61. The Complaint fails to state a claim, in whole or in part, upon which relief may be granted.

SECOND AFFIRMATIVE DEFENSE

62. Plaintiff's claims are barred by the doctrines of laches and/or estoppel, waiver, and/or unclean hands.

THIRD AFFIRMATIVE DEFENSE

63. By their actions and/or inactions, Plaintiff acquiesced in Defendants' conduct.

FOURTH AFFIRMATIVE DEFENSE

64. Defendants' rightful and lawful use of their marks was not intended to, and does not in fact, confuse likely consumers of Defendants' or Plaintiff's goods and/or services.

FIFTH AFFIRMATIVE DEFENSE

65. The services and/or products provided by Defendants are not directed to or intended for the same consumers and consumer confusion is, therefore, unlikely.

SIXTH AFFIRMATIVE DEFENSE

66. Plaintiff's use of its marks creates a completely different overall impression from Defendants' use of their marks, making confusion unlikely.

SEVENTH AFFIRMATIVE DEFENSE

67. Defendants are not the cause or proximate cause of any of the harm that Plaintiff alleges it has suffered. Specifically, Defendants are not the cause or proximate cause of any acts likely to cause confusion and mistake in the minds of the purchasing public, or of any acts that tend to, or do, falsely create the impression that Defendants are authorized by, approved by, sponsored by, or connected with Plaintiff.

EIGHTH AFFIRMATIVE DEFENSE

68. All damages to which Plaintiff is found to be entitled, of which Defendants assert there are none, must be decreased by the extent to which Plaintiff's own acts or omissions, or the acts or omissions of persons or entities acting for or on behalf of plaintiff, were the cause of such damage.

NINTH AFFIRMATIVE DEFENSE

69. Plaintiff has failed to mitigate its damages or harm.

TENTH AFFIRMATIVE DEFENSE

70. One or more of Plaintiff's claims are barred by the applicable statute of limitations.

ELEVENTH AFFIRMATIVE DEFENSE

71. Defendants reserve and preserve their right to assert any and all other affirmative defenses that they become aware of during the course of discovery.

COUNTERCLAIMS

Counterclaimant Getty Petroleum Marketing Inc. ("Getty" or, together with OAO Lukoil, "Lukoil"), as and for its Counterclaims against Counterclaim-defendant Lucas Oil Products, Inc. ("Lucas"), states as follow:

NATURE OF THE ACTION

1. Getty incorporates its answer and affirmative defenses to Lucas's Complaint as if fully set forth herein.

2. This is an action for trademark infringement and unfair competition under § 43(a) of the Lanham Act, § 15 U.S.C. 1125(a), the laws of the State of New York, N.Y. Gen. Bus. Law § 360-o, and the common law. Counterclaimant Getty also seeks declaratory relief pursuant to 28 U.S.C. §§ 2201 and 2202.

3. Lukoil seeks a declaration that the use of the brand LUKOIL does not infringe any rights Lucas claims to have in LUCAS, LUCAS OIL and HI-PERFORMANCE LUCAS OIL PRODUCTS INC. & Design (collectively the "Lucas Marks"). There is no meaningful evidence of public confusion between LUKOIL and any of the Lucas Marks.

4. If, however, the trier of fact finds confusion between LUKOIL and LUCAS OIL, then it is Lucas that should be enjoined from using LUCAS OIL. As detailed below, Lucas plans

to transition from a regional additives supplier to a national seller of motor oils and gas to average consumers. To take this "next step," as Lucas's founder has described it, Lucas believes it must now market itself as LUCAS OIL, not simply LUCAS. But Lukoil has superior rights in LUKOIL than Lucas has in LUCAS OIL, a mark it does not own, has used episodically and inconsistently in certain promotions and, notably, has not used on any of its products since the company's beginning in 1989.

JURISDICTION AND VENUE

5. The claims set forth in this Counterclaim arise under the trademark laws of the United States and the laws of the State of New York.

6. This Court has subject matter jurisdiction over these Counterclaims pursuant to 28 U.S.C. §§ 1331, 1332(a), 1338 and 1367.

7. By filing its Complaint, Lucas has submitted to the personal jurisdiction of this Court and has consented to venue in this district.

THE PARTIES

8. Getty is a Maryland corporation with its principal place of business at 1500 Hempstead Turnpike, East Meadow, New York 11554. Getty is in the business of selling gasoline, motor oil and other petroleum products.

9. Lucas is a California corporation with its principal place of business at 302 North Sheridan Street, Corona, California 92880-2067.

FACTUAL BACKGROUND

LUKOIL AND THE LUKOIL BRAND

10. OAO Lukoil, Getty's parent corporation, is one of the world's leading vertically integrated oil and gas companies, employing over 145,000 people in 26 countries. Founded in 1991 and privatized in 1993, it ranks 115 on the Fortune Global 200. Lukoil has invested billions of dollars building an international petroleum marketing network that today spans 18

countries and nearly 6,000 gas stations. Using its vertically integrated network, OAO Lukoil is able to extract oil, refine it, and sell refined petroleum products on the open market.

11. LUKOIL branded gas stations, some with convenience stores and auto repair centers, operate in the United States, Russia, Europe and Asia. For years, Lukoil has used LUKOIL on signage and products. LUKOIL branded gas stations have operated since at least as early as 1993. LUKOIL branded petroleum products have been sold since at least as early as 1995. About 500 LUKOIL branded gas stations currently operate in the United States, and new LUKOIL branded stations continue to be opened.

12. The brand name LUKOIL is used in Cyrillic where Cyrillic is read, and in Latin letters elsewhere.

13. Lukoil had no knowledge of Lucas at the time of the adoption, use and/or applications to register the LUKOIL trademarks, service marks, and red and white trade dress in the United States.

14. LUKOIL is an acronym of three Russian cities, Langepas, Urai and Kogalym, combined with the English word "oil." Use of the company name ЛУКОЙЛ in Cyrillic and LUKOIL in Latin letters in early corporate documents reflected an original intent to conduct business in countries where Cyrillic is not used. For example, Article 1.1 of the April 5, 1993 bylaws of OAO Lukoil declares the company's name in Latin letters to be "OIL COMPANY LUKOIL."

15. OAO Lukoil and its subsidiaries have spent hundreds of millions of dollars acquiring and developing an infrastructure and portfolio of gas stations that could be branded using the LUKOIL brand.

16. The LUKOIL brand was first promoted and used on gas stations in the United States in 1997.

17. The LUKOIL brand has been promoted at www.lukoil.com since at least 1998.

18. In November 2000, OAO Lukoil paid \$71 million to acquire Getty and a portfolio of gas stations in the United States. The acquisition of Getty was widely reported in this country and elsewhere because OAO Lukoil was the first Russian company to acquire a New York Stock Exchange listed company.

19. In 2003, Getty began to rebrand gas stations to LUKOIL under license from OAO Lukoil. That rebranding continues today.

20. In 2004, Getty acquired, for approximately \$266 million, 779 gas stations in New Jersey and Pennsylvania. Hundreds of those stations were also rebranded LUKOIL.

21. Getty has invested tens of millions of dollars promoting and rebranding gas stations to LUKOIL.

22. Getty also sells motor oil and other petroleum products. Since May 2005, Getty, as exclusive licensee, has sold and promoted motor oil and other lubricants under the brand name LUKOIL in the United States.

23. As a result of the services and products provided to customers under the LUKOIL brand in the United States and in over twenty other countries, the LUKOIL brand has become a well-known and valuable asset.

24. OAO Lukoil and/or its subsidiaries have spent hundreds of millions of dollars in advertising, marketing, promoting and branding goods and services in connection with the LUKOIL brand worldwide. In the United States alone, OAO Lukoil and/or its subsidiaries have spent tens of millions of dollars in advertising, marketing, promoting and branding goods and services in connection with the LUKOIL brand.

25. As a direct result of the money and other resources invested in promoting the LUKOIL brand domestically and internationally, customers, competitors and the general public have come to associate the services and products offered and sold under the LUKOIL brand with a common, consistent and quality source.

THE LUKOIL TRADEMARKS

26. OAO Lukoil owns four LUKOIL-formative marks – LUKOIL and LUKOIL & DESIGN (filed under different bases for registration¹) (collectively, the “Lukoil Marks”) – which are the subject of United States trademark applications.

27. In 1998, years before Lucas filed to register LUCAS OIL, OAO Lukoil filed two LUKOIL-formative federal trademark applications under § 44(e) of the Trademark Act, which provides for domestic registration of trademarks first registered in a foreign applicant’s home country (see Ser. Nos. 75475100 and 75475106). Lukoil’s 1998 applications were based on corresponding Russian trademark registrations for LUKOIL in Latin letters registered in Russia in 1996.

28. The Examiner found the federal trademark applications as applied to the claimed products and services not to be confusingly similar to any then-registered or pending mark in the United States.

29. In September and November 2002, the United States Patent and Trademark Office, pursuant to § 12(a) of the Trademark Act of 1946, caused the federal trademark applications to be published in the Official Gazette. Such publication is designed to permit opposition by any person or party who believes they would be damaged by registration of a particular mark.

30. The LUKOIL marks were not opposed by Lucas.

31. Currently, there are approximately 500 LUKOIL branded gas stations in the United States, many of which sell LUKOIL branded motor oil.

¹ In 2002, intent to use trademark applications were filed by OAO Lukoil, LUKOIL (Ser. No. 76388904) and LUKOIL DESIGN (Ser. No. 76388903).

32. Lukoil does not presently sell, nor has it in the past sold, LUKOIL branded additive products in the United States.

LUCAS ADDITIVES AND THE TRADEMARK LUCAS SHIELD

33. Lucas, founded by former truck driver Forrest Lucas, made its name in additives in the American racing industry through vehicle sponsorships and racing promotions in various forms of motor sports.

34. Since its inception, Lucas has cast itself almost exclusively as an additives company, not a motor oil or gas company. Lucas representatives have repeatedly described Lucas as an additives company. Indeed, the company website describes Lucas as having established itself as "a top selling additive line in the American truck stop industry" and reports that "Lucas is also one of the fastest growing additive lines in the consumer automotive industry."

35. Lucas's additive products have been known to its customers by its omnipresent red, white and blue LUCAS shield design (the "Lucas Shield") registered as a trademark in the United States (Reg. No. 2904296, issued on November 23, 2004). The Lucas Shield is depicted on its products, its U.S. headquarters, its website, apparel and elsewhere.

36. Lucas does not own trademark registrations for LUCAS OIL in the United States.

37. Lucas does not use LUCAS OIL as a trademark on its product packaging in the United States.

38. The "About Lucas" page of the company website refers to "Lucas Oil Products" and "Lucas." Nowhere in the "About Lucas" section of the company's website is Lucas referred to as "Lucas Oil."

LUCAS LEARNS OF LUKOIL

39. According to documents produced by Lucas in this action, a LUKOIL trademark application was known to Lucas at least as early as March 19, 2003.

40. During 2003, Lucas executives started collecting information about Lukoil, including newspaper articles, Lukoil website printouts, photographs, corporate information and details learned from having agents visit LUKOIL branded gas stations.

41. Lucas did not file to register LUCAS OIL as a trademark in 2003 or 2004.

42. On July 29, 2005, more than two years after Lucas became aware of Lukoil, Lucas's Canadian trademark counsel wrote to trademark counsel for Lukoil. This was the first time Lucas ever contacted Lukoil. Lucas demanded that Lukoil "immediately cease and desist from any and all use of marks . . . consisting of the word LUKOIL or any and all variations thereof that would be confusingly similar to [Lucas]'s active mark [HI-PERFORMANCE LUCAS OIL PRODUCTS, INC. & DESIGN] in association with oil products and/or heavy duty and high performance lubricants." The letter also demanded that Lukoil "cancel any such applications and/or registrations" in North America, Europe and Asia.

43. The July 29, 2005 letter did not assert rights in LUCAS OIL.

44. By letter dated August 19, 2005, Lukoil responded, inquiring whether Lucas was "claiming rights to any mark, or portion thereof, separate and apart from HI-PERFORMANCE LUCAS OIL PRODUCTS, INC. & DESIGN," that is, the Lucas Shield.

45. By September 22, 2005, Lucas's Canadian trademark counsel responded "[o]ur client informs us that use of its registered and unregistered marks LUCAS & Design and LUCAS dates back to July 1989." In that same letter, Lucas's counsel noted: "For the record, please be informed that our client is claiming use of both the unregistered mark LUCAS and the registered mark HI-PERFORMANCE LUCAS OIL PRODUCTS INC. & DESIGN as a basis for this herein 'Cease and Desist' action."

46. Nowhere in the September 22, 2005 letter did Lucas assert rights in LUCAS OIL.

47. On September 30, 2005, Lucas finally filed a trademark application for LUCAS OIL. Lucas filed a § 1(a) "use-based" federal trademark application for LUCAS OIL for additives and lubricants.

48. On April 3, 2006, the Examiner rejected the specimen of use submitted by Lucas because it did not show LUCAS OIL used on the goods or on packaging, stating that it was "unacceptable as evidence of actual trademark use because there was no indication of an association with any goods."

49. On September 25, 2006, a few months after filing this suit, Lucas filed a § 1(b) "intent to use" federal trademark application for LUCAS OIL for "vehicle lubrication and oil change services" in Int'l Class 037.

LUCAS'S LEAP TOWARD LUKOIL

50. At some point in 2005 or 2006, Lucas decided to take a "leap up" to a national audience, as its founder has described it: "We were ready to take the next step in getting our name all over America and hopefully the world," Mr. Lucas said.

51. Lucas's expansion strategy consisted of investing \$122 million to buy stadium naming rights from the Indianapolis Colts while simultaneously relaunching a campaign to sell motor oil to consumers (to be distinguished from the "additives" for which it has been known). Lucas's expansion may also feature a retail gasoline business, that is, Lukoil's primary business.

52. To reach all drivers (as opposed to racing aficionados and truck drivers), Lucas decided to switch to LUCAS OIL when marketing its products. The "LUCAS"-only name that had become well-known in certain regions by specialty additive and lubricant consumers would not sufficiently identify the nature of the company to a wider audience. Upon information and belief, Lucas representatives believe that, with respect to the stadium, using "Lucas" without the "Oil" would not identify Lucas as an oil company.

53. Thus, Lucas has recently begun to adopt LUCAS OIL to promote its products, notwithstanding the fact that Lucas does not own trademark registrations for LUCAS OIL, that it does not use LUCAS OIL as a trademark on its product packaging, and that it rarely marketed the LUCAS OIL name before learning of Lukoil. Lucas also switched its long-used round oil bottle to a more contemporary "F-style" oil bottle – the same style oil bottle that Getty has always used in selling motor oil under the LUKOIL brand in the United States.

54. To the extent there is confusion in the marketplace as to the products and services offered by Lucas, on the one hand, and Lukoil, on the other, Lucas is to blame. It is Lucas that decided it would now focus its marketing efforts on LUCAS OIL, a name it took no steps to protect. The actions taken by Lucas in connection with its recent use of LUCAS OIL – transitioning from the use of LUCAS and its trademark red, white and blue Lucas Shield to LUCAS OIL – is the source of the claimed confusion, if any.

55. Any confusion between LUKOIL and LUCAS OIL would jeopardize and harm Lukoil. Upon information and belief, whether Lucas's products provide measurable benefits has been questioned and debated, and Lucas itself cannot provide independently verified test reports to support the claims/representations it makes concerning the performance and effectiveness of all its products. Thus, confusion between Lukoil and Lucas would harm Lukoil, as one of the world's leading suppliers of petroleum products.

56. In addition, Lukoil is a stable, vertically-integrated company with a valuable name and quality gasoline and motor oil, while Lucas is known as a specialty additives company catering to niche markets. Lucas's \$122 million investment in the Colts stadium – its largest overall investment in the company's history – could prove unwise, threaten the company's viability and lead to confusion as to whether Lukoil is prone to making risky investments.

COUNT I

(DECLARATION OF NON-INFRINGEMENT 28 U.S.C. §§ 2201 AND 2202)

57. Counterclaimant Getty repeats and incorporates by reference paragraphs 1 through 56 as if fully restated herein.

58. The LUKOIL Marks, service marks and trade dress are not likely to be confused with any of the Lucas Marks on products or services as a primary brand, including the name LUCAS OIL.

59. Lucas does not use LUCAS OIL as a trademark on its product packaging in the United States.

60. At no time before filing this lawsuit in June 2006 did Lucas allege that its right to use LUCAS OIL was superior to Lukoil's ownership and rights to use the LUKOIL brand, or that there was a likelihood of confusion between LUCAS OIL and LUKOIL.

61. Counterclaimant Getty seeks a declaration that use of the LUKOIL Marks and trade dress has not, will not and cannot infringe the Lucas Marks, including the name LUCAS OIL.

62. In the alternative, to the extent that Lucas's use of LUCAS OIL is likely to be confused with the LUKOIL Marks, Counterclaimant Getty asserts against Lucas the claims in Counts II, III and IV below.

COUNT II

(COMMON LAW TRADEMARK INFRINGEMENT, N.Y. GEN BUS. LAW § 360-O)

63. Counterclaimant Getty repeats and incorporates by reference paragraphs 1 through 62 as if fully restated herein.

64. By reason of Getty's continuous use and promotion of the LUKOIL Marks, as well as the distinctiveness of those marks and trade dress, consumers associate and recognize the LUKOIL Marks and distinctive red and white trade dress as representing a single, even if

anonymous, source or sponsor of goods and services, and therefore the LUKOIL Marks are protectable trademarks at common law.

65. The LUKOIL Marks and trade dress are distinctive, non-functional, and possess secondary meaning with the trade and consuming public and are distinctive in the minds of purchasers in that the LUKOIL Marks and trade dress are associated with Lukoil.

66. Getty, as exclusive licensee of the LUKOIL Marks and trade dress in the United States, has and enjoys rights in LUKOIL superior to any rights that Lucas may claim with respect to LUCAS OIL.

67. A likelihood of confusion exists that the trade and consuming public will be confused into the mistaken belief that Lukoil is the source of, or has sponsored or approved Lucas's products or services offered under the LUCAS OIL name.

68. Lucas's use of LUCAS OIL is likely to cause confusion and may have caused confusion as to the source, sponsorship, or approval of Lucas's products and services it intends to offer in that purchasers and others will be likely to associate such products or services (mistakenly) as originating with Lukoil, or as being sold with the sponsorship of Lukoil, all to the detriment of Getty.

69. By reason of Lucas's actions alleged herein, Getty, as exclusive licensee of the LUKOIL Marks, has suffered and will continue to suffer, irreparable injury to its rights and will suffer substantial loss of goodwill and value in the LUKOIL Marks and trade dress unless and until Lucas is enjoined from continuing its wrongful acts.

70. By reason of Lucas's actions alleged herein, as exclusive licensee of the LUKOIL Marks and trade dress in the United States, Getty has been damaged in an amount not presently ascertained, and such damage will continue and increase unless and until Lucas is enjoined from continuing its wrongful acts.

71. Upon information and belief, Lucas's conduct in this case is willful, wanton, malicious, oppressive, and in conscious disregard of Getty's rights in the LUKOIL Marks and trade dress, justifying the imposition of punitive and exemplary damages under New York law.

COUNT III
(FEDERAL UNFAIR COMPETITION, 15 U.S.C. § 1125(A))

72. Counterclaimant Getty repeats and incorporates by reference paragraphs 1 through 71 as if fully restated herein.

73. Lucas has begun using LUCAS OIL to promote and advertise goods and services identical or related to the goods and services already offered by Getty under the LUKOIL brand.

74. Lucas's promotion and advertisement of its goods and its intention to offer services in connection with LUCAS OIL are or will be confusingly similar to the LUKOIL Marks already in use on goods and services and constitutes a violation of § 43(a) of the Lanham Act, 15 U.S.C. § 1125(a), in that Lucas is using or intends to use in commerce a word, term, name, symbol or device, or any combination thereof, in connection with goods and services which is likely to cause confusion, mistake or deception as to affiliation, connection, association or source of Lucas's and Lukoil's respective goods and services, and as to Lucas's affiliation, connection, or association with Lukoil.

75. Lucas has irreparably injured and will likely continue to injure Getty, as exclusive licensee of the LUKOIL Marks and trade dress in the United States, by diminishing the goodwill in the LUKOIL Marks and trade dress, for which Getty has no adequate remedy at law.

COUNT IV
(COMMON LAW UNFAIR COMPETITION, N.Y. GEN BUS. LAW § 360-O)

76. Counterclaimant Getty repeats and incorporate by reference paragraphs 1 through 75 as if fully restated herein.

77. Lucas's aforesaid actions in using LUCAS OIL constitutes unfair competition under New York law.

78. Upon information and belief, unless enjoined, Lucas will continue the aforesaid conduct which is unfair and which has caused, and will continue to cause, irreparable harm and injury to Getty, in deliberate violation of the rights of Getty, for which Getty has no adequate remedy at law.

79. Lucas learned of Lukoil years ago and simply watched as Getty invested millions upon millions of dollars rebranding gas stations to LUKOIL.

80. Lukoil, on the other hand, was unaware of Lucas's surveillance or that it would years later claim that Lukoil should be enjoined from using the LUKOIL brand name.

81. Accordingly, in the event that Lucas's acquiescence does not prevent it from obtaining the injunction it seeks, Lukoil requests that Lucas be made to pay for all costs and expenses of all types incurred in connection with Getty rebranding its hundreds of gas stations as well as rebranding all of its products.

PRAYER FOR RELIEF

WHEREFORE, having fully answered, Defendants and Counterclaimant Getty pray that:

A. This Court issue a declaration that use of the LUKOIL Marks and trade dress has not, will not and cannot infringe Lucas's alleged rights in and to any of the Lucas Marks, namely LUCAS, LUCAS OIL and HI-PERFORMANCE LUCAS OIL PRODUCTS INC. & Design.

B. To the extent there is a finding of a likelihood of confusion between the use of the LUKOIL Marks and the Lucas Marks,

(1) that this Court enter a judgment in favor of Getty and against Lucas for trademark infringement and unfair competition under the Lanham Act, 15 U.S.C. § 1125(a), under New York General Business Law and under common law;

(2) that Lucas, its officers, directors, agents, servants, employees, successors, assigns, parents, subsidiaries, affiliates and related companies, attorneys and all those controlled by, or in active concert or participation with Lucas, be preliminarily and permanently enjoined

and restrained from (i) using LUCAS OIL in the United States, including, but not limited to, its planned use of LUCAS OIL in connection with the Indianapolis Colts stadium, or (ii) doing any other act likely to confuse, mislead or deceive others into believing that Lucas or its products and services are affiliated with, connected with, sponsored by, or approved by Getty;

(3) that this Court issue an Order canceling any federal trademark registration that Lucas has or can obtain for LUCAS OIL;

(4) that Lucas be required to account for and pay such damages as Getty has sustained in consequence of Lucas's infringement and unfair competition, including, but not limited to, all gains, profits and advantages derived by Lucas from such acts, actual damages, Lucas's profits, and such other damages as determined by this Court;

(5) that this Court award Getty punitive damages under the laws of the State of New York.

C. Lucas's Complaint be dismissed with prejudice.

D. This Court enter an Order and judgment denying in full the relief sought by Plaintiff in the Complaint.

E. In the event that Lucas's acquiescence and other conduct does not prevent it from obtaining the injunction or other relief it seeks, Defendants requests that Lucas be made to pay for all costs and expenses of all types incurred in connection with Getty rebranding its hundreds of gas stations as well as rebranding all of its products.

F. Defendants and Counterclaimant Getty recover their costs and expenses incurred herein; and

G. The Court grant Defendants and Counterclaimant Getty such other and further relief as it may deem just and proper.

JURY DEMAND

Defendants and Counterclaimant Getty demand a trial by jury on all matters and issues triable by jury.

Dated: New York, New York
April 12, 2007

JONES DAY

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AFFIRMATION OF SERVICE

I hereby affirm that on April 12, 2007, I caused to be served a true and correct copy of the foregoing AMENDED ANSWER AND AFFIRMATIVE DEFENSES OF DEFENDANTS LUKOIL AMERICAS HOLDING LTD., LUKOIL AMERICAS CORPORATION, LUKOIL USA, INC. AND GETTY PETROLEUM MARKETING INC. AND COUNTERCLAIMS OF GETTY PETROLEUM MARKETING INC. was served by email and first-class U.S. mail upon the following counsel of record for Plaintiff Lucas Oil Products, Inc.:

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